



Notice of Service of Process

LYN / ALL
Transmittal Number: 26985987
Date Processed: 05/24/2023

Primary Contact: Melissa Hairston
State Auto Financial Corporation
518 E Broad St
Columbus, OH 43215-3976

Electronic copy provided to: Andrea (State Auto)
Pamela Albery
Suzanne Landacre
Claim Service Dept
Emilee Hanson
Brittany Sheveland
Janet (State Auto)

Entity: State Auto Property & Casualty Insurance Company
Entity ID Number 3047578

Entity Served: State Auto Property & Casualty Ins. Co.

Title of Action: Volunteer Management & Development Company Inc vs. State Auto Property & Casualty Insurance Company

Matter Name/ID: Volunteer Management & Development Company Inc vs. State Auto Property & Casualty Insurance Company (14111899)

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: Marshall County Circuit Court, TN

Case/Reference No: 23-CV-13

Jurisdiction Served: Tennessee

Date Served on CSC: 05/24/2023

Answer or Appearance Due: 30 Days

Originally Served On: TN Department of Commerce and Insurance on 03/03/2023

How Served: Certified Mail

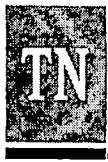
Sender Information: Berkley Law Firm, PLLC
901-800-8349

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Exhibit 1-1



Department of
**Commerce &
Insurance**

May 18, 2023

State Auto Property & Casualty Ins. Co.
2908 Poston Avenue C/O C S C
Nashville, TN 37203
NAIC # 25127

Certified Mail
Return Receipt Requested
7020 1290 0001 6213 3692
Cashier # 231821

Re: Volunteer Mgmt & Dev Co Inc V. State Auto Property & Casualty Ins. Co.
Docket # 59Cc12023Cv13

To Whom It May Concern

Pursuant to Tennessee Code Annotated §56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served March 03, 2023, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Marshall County
301 Marshall County Courthouse
Lewisburg, Tn 37091

State of Tennessee, Department of Commerce & Insurance
500 James Robertson Parkway, Service of Process - 10th Floor, Nashville, TN 37243
Service.Process@tn.gov; 615-532-5260

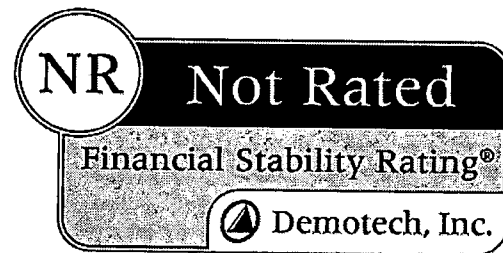
Home / Financial Stability Ratings® / STATE AUTO PROPERTY & CAS INS CO



STATE AUTO PROPERTY & CAS INS CO

NAIC: 25127

NAIC Group: STATE AUTO MUTUAL
GROUP



Additional Company Information

Cumulative SPEQUELLAE (Unadjusted) Realization 2015-2019 as of 12/31/2020:
100+

Frequency of SPEQUELLAE (unadjusted) Realization: 4 out of 5 years



COPY

Marshall County Circuit Court
302 MC Courthouse
Lewisburg, TN 37091
(931)359-0536

STATE OF TENNESSEE
CIVIL SUMMONS
page 1 of 1

Case Number
59CC1-2023-CV-13

**VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC vs STATE AUTO
PROPERTY & CASUALTY INSURANCE**

Served On:

STATE AUTO
PROPERTY &
CASUALTY
INSURANCE CO.

518 EAST BROAD STREET
COLUMBUS, OH 43215

NAIC 25127

2023 JAN 30 PM 1:15
FILED
MARSHALL COUNTY CLERK
MIKE WILES

You are hereby summoned to defend a civil action filed against you in Marshall County Circuit Court, Marshall County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 1/30/2023

Mike Wiles
Clerk / Deputy Clerk - Marshall County Circuit Court

Attorney for Plaintiff: DRAYTON D. BERKLEY

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Michael Wiles, Marshall County Circuit Court Clerk, Marshall County
302 MC Courthouse
Lewisburg, TN 37091

CERTIFICATION (IF APPLICABLE)

I, Michael Wiles, Marshall County Circuit Court Clerk of Marshall County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

Clerk / Deputy Clerk - Marshall County Circuit Court

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: _____

By: _____
Please Print: Officer, Title

Agency Address _____

Signature _____

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Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call, ADA Coordinator, at

Rev. 8/05/10

Marshall County Circuit Court
302 MC Courthouse
Lewisburg, TN 37091
(931)359-0536

STATE OF TENNESSEE
CIVIL SUMMONS

page 1 of 1

Case Number
59CC1-2023-CV-13

VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC vs STATE AUTO
PROPERTY & CASUALTY INSURANCE

Served On:

STATE AUTO
PROPERTY &
CASUALTY
INSURANCE CO.

518 EAST BROAD STREET
COLUMBUS, OH 43215

NAIC 25127

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Clerk / Deputy Clerk - Marshall County Circuit Court

Attorney for Plaintiff: DRAYTON D. BERKLEY

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302 MC Courthouse
Lewisburg, TN 37091

I, the undersigned Circuit Court Clerk, do hereby certify that this is a true and correct copy of the original of this instrument filed in this cause.

CERTIFICATION (IF APPLICABLE)

This 30th day of JANUARY 2023

I, Michael Wiles, Marshall County Circuit Court Clerk of Marshall County do certify this to be a true and correct copy of the original summons issued in this case.

Date: _____

Clerk / Deputy Clerk - Marshall County Circuit Court

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Signature of Plaintiff

Plaintiff's Attorney (or Person Authorized to Serve Process)

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Rev. 8/05/10

ORIGINAL

Marshall County Circuit Court 302 MC Courthouse Lewisburg, TN 37091 (931)359-0536	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	Case Number 59CC1-2023-CV-13
VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC vs STATE AUTO PROPERTY & CASUALTY INSURANCE		
Served On:		
STATE AUTO PROPERTY & CASUALTY INSURANCE CO.	518 EAST BROAD STREET COLUMBUS, OH 43215 NAIC 25127	2023 JAN 30 PM 1:15 FILED MARSHALL COUNTY CLERK MIKE WILES

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Issued: 1/30/2023

Mike Wiles
 Clerk / Deputy Clerk - Marshall County Circuit Court

Attorney for Plaintiff: DRAYTON D. BERKLEY

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Notary Public / Deputy Clerk (Comm. Expires _____)

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Plaintiff's Attorney (or Person Authorized to Serve Process)

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Rev. 8/05/10

Marshall County Circuit Court
302 MC Courthouse
Lewisburg, TN 37091
(931)359-0536

STATE OF TENNESSEE
CIVIL SUMMONS

page 1 of 1

Case Number
59CC1-2023-CV-13

VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC vs STATE AUTO
PROPERTY & CASUALTY INSURANCE

Served On:

STATE AUTO
PROPERTY &
CASUALTY
INSURANCE CO.

518 EAST BROAD STREET
COLUMBUS, OH 43215

NAIC: 25127

2023 JAN 30 PM 4:15

FILED
MARSHALL COUNTY
CLERK
MIKE WILES

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Issued: 1/30/2023

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Clerk / Deputy Clerk - Marshall County Circuit Court

Attorney for Plaintiff: DRAYTON D. BERKLEY

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This 30th day of JANUARY
2023 by Mike Wiles Clerk.

Date: _____

Clerk / Deputy Clerk - Marshall County Circuit Court

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Plaintiff's Attorney (or Person Authorized to Serve Process)

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Rev. 8/05/10

COPY

Marshall County Circuit Court
302 MC Courthouse
Lewisburg, TN 37091
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STATE OF TENNESSEE
CIVIL SUMMONS

page 1 of 1

Case Number
59CC1-2023-CV-13

VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC vs STATE AUTO
PROPERTY & CASUALTY INSURANCE

Served On:

STATE AUTO
PROPERTY &
CASUALTY
INSURANCE CO.

518 EAST BROAD STREET
COLUMBUS, OH 43215

NAIC 25197

2023 JAN 30 PM 1:15
 FILED
 MARSHALL COUNTY CLERK
 MIKE WILES

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Attorney for Plaintiff: DRAYTON D. BERKLEY

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Signature of Plaintiff

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

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Rev. 8/05/10

IN THE CIRCUIT COURT OF MARSHALL COUNTY, TENNESSEE FOR THE
SEVENTEENTH JUDICIAL DISTRICT AT TENNESSEE

VOLUNTEER MANAGEMENT &
DEVELOPMENT COMPANY INC;

Plaintiff,

V.

STATE AUTO PROPERTY &
CASUALTY INSURANCE CO.

Defendant,

CASE NO.

23-CV-13

FILED
MARSHALL COUNTY CIRCUIT
MIKE WILES, CLERK
2023 JUN 30 PM 4:15

COMPLAINT TO COMPEL APPRAISAL AND BREACH OF CONTRACT

Comes now Volunteer Management & Development Company Inc., by and through counsel, and requests this Honorable Court to select an umpire and order the carrier to comply with the appraisal provision and identify a competent appraiser to participate as authorized in the homeowners policy; and does show this Honorable Court the following:

1. Volunteer Management & Development Company Inc. "Plaintiff", is a Tennessee corporation conducting the business of property management and owns the insured premises locations covered by policy No. PBP 2864751.
2. State Auto Property & Casualty Insurance Company ("Defendant") is a foreign corporation that conducts the business of insurance in Tennessee and may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

1 For purposes of judicial economy, only the Declarations Page and Appraisal provision of the policy are attached as Exhibit "A", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to this proceeding (e.g. the Appraisal Provision)

3. Defendants issued Policy No. PBP 2864751 to Plaintiffs providing coverage for direct physical loss that occurred on multiple locations and was in effect on the date of loss of December 10, 2021 with all of the locations assigned Claim No. PR-0000000-400349. Excerpts of the policy (declaration pages, Appraisal, and Loss provisions) are attached herewith as (Exhibit "A").

4. Defendants have extended coverage and paid certain amounts for storm damages at each location, however, desk adjuster Mike Wakefield provided Plaintiffs with a letter from Engineering & Environmental Services Group, (EES) to Mike Wakefield, and dated June 29, 2022 (See Exhibit "B") detailing the results of their June 1-2 2022 inspections.

5. Upon review of the report. Plaintiffs discover that EES had failed to properly inspect the subject properties, failed to show the blatant damages to the roofs, exterior claddings, that had been previously photographed and documented by Plaintiffs Public adjuster and other consultants, and sent to EES prior to inspections. See Exhibit B and B1

6. The report goes as far as to falsely accuse the Public Adjuster of causing damage to a shingle he was pointing out to them that was clearly dated damage and violated his rights as an insurance professional. (Pg 34 of Exhibit B)

7. In a follow up June 30, 2022 denial letter, Defendants admitted to making payments for each location and relying on the EES report to support the denial of coverage. Defendants also knowingly, and repeatedly, misrepresented the policy coverage term of deterioration and wear and tear (existing conditions) as "causes of loss" to deny coverage to Plaintiffs throughout the letter but the payments Defendant admits to making to Plaintiffs on the second page is still subject to appraisal process.

See Exhibit C

8. Due to the insufficient payments on each location and the debris removal dispute on several others, Plaintiffs submitted a written demand for appraisal to determine the respective amounts of loss at all locations on August 15, 2022, naming therein a competent appraiser, and pursuant to the policy term of appraisal,

9. Instead of naming their appraiser as required, Defendants adjuster, Mike Wakefield, responded the same day falsely stating they *"needed specific details on the damage scope in disagreement before proceeding with appraisal"*, after having reviewed their Public Adjusters' estimates for months, he knew this was a misrepresentation of policy coverage terms, and was certainly not a prerequisite to Defendants mandatory participation in the appraisal process or a policy condition Plaintiffs must comply after their proper demand.

10. All conditions precedents for notice to Defendants to identify a competent appraiser and choose an umpire have occurred, yet Defendants continue to refuse to comply and the process cannot proceed as mandated by the policy due to their inaction.

COUNT I COMPEL APPRAISAL AND APPOINT UMPIRE

11. The policy appraisal provision provides as follows:

Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

¹ For purposes of judicial economy, only the Declarations Page and Appraisal provision of the policy are attached as Exhibit "A", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to this proceeding (e.g. the Appraisal Provision)

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

12. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent appraisers and an impartial umpire, as these three are essential to an effective and fair process to determine the correct amounts of loss and both parties are mandated to participate.

II. UMPIRE QUALIFICATIONS

13. Although the policy provision does not outline the criteria to be used in the umpire selection process "Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and competent.' " *Brothers v. Generali Us. Branch*, No. CIV.A. 1:97-CV-798-MHS, 1997 WL 578681, at *3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss." *Corpus Juris Secundum*, Insurance § 1897 (2011) See, e.g., 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972); *Corpus Juris Secundum*, Insurance § 1897 (2011).

14. Petitioner proposes the individuals who are well qualified, have no business or personal relationships with either party, and meet the criteria described herein.

- a) **Scott Heidelberg – TN – Certified PLAN Ump/Appr- CV attached**
- b) **Andy Fraraccio – Intrust Claims – CV attached**
- c) **Zach Baker – TN - The David Group - Certified Umpire – CV attached**
- d) **Mary Jo O'Neal – TN/Ind. Adj.-/ Certified Umpire-CV attached.**
- e) **Ben Perry – TN / Dir. Of Appraisals – CV attached**

15. This Honorable Court is authorized by the mutual consent of the parties', and as outlined in the policy appraisal provision, to choose an impartial umpire and/or a competent appraiser, if necessary, upon the request of either party.

COUNT V BREACH OF CONTRACT

16. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

17. Defendant has refused to pay the amounts owed to Plaintiff for the Loss pursuant to the insurance coverage afforded by the Policy.

18. Defendant materially breached the insurance contract by refusing to participate in the appraisal process after it was properly demanded by Plaintiffs.

19. Defendant breached its contractual obligations by failing to properly and reasonably inspect the Properties and failing to pay for cost related benefits to properly repair the Properties, as well as for losses associated with the subject loss event, including substantial business interruption costs.

20. Defendant breached the contract by ignoring the objective evidence of storm related damage to the Properties roofing systems and exterior claddings.

21. Prior to making its determination on the Claim, Defendant retained the services of Engineering and Environmental Services Group, and they operated as an agent of Defendant who relied upon their report to wrongfully deny the claims through false reports.

22. EES's report stated there was no wind or hail related damage to the buildings on the Properties, and no storm created damages found by their engineering inspections.

1 For purposes of judicial economy, only the Declarations Page and Appraisal provision of the policy are attached as Exhibit "A", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to this proceeding (e.g. the Appraisal Provision)

23. Plaintiffs Public Adjuster inspected the properties and his photographs clearly show EES failed to acknowledge blatant damage on all of the buildings at each location, and these damages occurred within the Policy period.

24. Nevertheless, Defendant refused to pay on the claim and relied solely on the EES report to deny the claim in full. Therefore, Defendant wrongfully denied Plaintiff's Claim and refused to issue a full and fair payment for the covered losses as Plaintiff was rightfully owed under the Policy.

25. Defendant's investigation was unreasonable as it was outcome oriented with the intended purpose of denying the claim. Defendant ignored clear damage to the Property and did not provide any supplemental estimates for the damages. Nor did Defendant attempt to distinguish what damages may have resulted from what storm event.

26. Defendants reports are directly contradicted by photographic and eyewitness evidence. .

27. Specifically, Defendant, independently and through Engineering and Environmental Services Group, Inc, intentionally and knowingly conducted a substandard investigation of the Properties. This is evidenced by Defendant's failure to identify or photograph any of the obvious damage to the Properties. Defendant failed to include all necessary items Plaintiff is entitled to under the Policy to place the Property in replacement cost condition.

AGENCY

28. Plaintiff hereby incorporates by reference all facts and circumstances set forth under the foregoing paragraphs.

29. All acts by EES were undertaken and completed by its officers, agents, servants, employees, and/or representatives. All such acts were either done with the full

authorization or ratification of Defendant and/or were completed in its normal and routine course and scope of employment.

30. Defendant's acts, omissions, and/or breaches, individually and through its agents, caused significant damage to Plaintiff, and were a proximate cause of Plaintiff's damages.

COUNT V INSURANCE FRAUD

31. On August 15, 2022, Mike Wakefield, who is on information and belief is a resident of the State of Ohio, and whose business address is 518 East Broad St. Columbus, Ohio 43215, and while in the Course and scope of his employment with State Auto, presented false information to an insurance professional related to a claim by falsely stating in the that Defendants *"needed specific details on the damage scope in disagreement before proceeding with appraisal"*, when there is no such requirement in the express terms of the policy appraisal provision, and Wakefield's actions constitute a violation of the Insurance Fraud Act found at §56-53-103(a)(1) and has wrongfully delayed and denied the payment of benefits to Plaintiff. A copy of this letter is incorporated herein by reference. See Exhibit C

32. The actions of Wakefield, EES, and State Auto were part of a pattern or practice of violation of the Insurance Fraud that authorize the Plaintiff to treble damages.

WHEREFORE PREMISES CONSIDERED, PLAINTIFF requests the court grant his petition to compel appraisal, appoint umpire, award pre-judgment interest, post-judgment interest, compensatory damages, attorney fees, treble damages, expenses and

¹ For purposes of judicial economy, only the Declarations Page and Appraisal provision of the policy are attached as Exhibit "A", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to this proceeding (e.g. the Appraisal Provision)

other damages and expenses authorized by §56-53-107 of no less than FORTY MILLIONS DOLLARS AND punitive damages of no less than FORTY MILLION DOLLARS.

Respectfully submitted,

Drayton D. Berkley, Esq.
Berkley Law Firm, PLLC
1255 Lynnfield Ste 226
Memphis, TN 38119
Phone: 901.800.8349
attorneyberkley@gmail.com
Attorney for Plaintiff

PREFERRED BUSINESS POLICY COMMON DECLARATIONS

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: VOLUNTEER MANAGEMENT & DEVELOPMENT COMPANY INC; 1001 AIRPORT RD FULTON, KY 42041		AGENT NAME AND ADDRESS: COMMERCIAL INSURANCE ASSOCIATE 103 POWELL CT STE 200 BRENTWOOD, TN 37027	
POLICY PERIOD: From: 05/12/2021 To: 05/12/2022		AGENT TELEPHONE NUMBER: (615) 515-6000	AGT. NO. 0002432
COVERAGE PROVIDED BY: State Auto Property and Casualty Insurance Co.		A STATE AUTO INSURED SINCE: 2019	
AUDITABLE POLICY: Yes	POLICY STATUS: Renewal	AFTER-HOURS CLAIMS SERVICE: 1-877-SA-CLAIM or www.stateauto.com	

The coverage and these declarations are effective 12:01 AM Standard Time on **05/12/2021** at the above mailing address.

BUSINESS ENTITY TYPE: Corporation	BILLING ACCOUNT NUMBER:	BILLING QUESTIONS?
BUSINESS DESCRIPTION: Apartment Buildings		

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PARTS	PREMIUMS
----------------	----------

Commercial Property Coverage Part
 Commercial General Liability Coverage Part
 Employment Practices Liability Coverage Part

SELF-CONTAINED POLICIES

Commercial Inland Marine Policy
 Commercial Umbrella Policy

Taxes and Surcharges:

Tax District:
 Fulton County
 Burkesville
 Albany
 Dixon
 Mayfield
 Princeton

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____
 (Date) (Authorized Representative)

PREFERRED BUSINESS POLICY COMMON DECLARATIONS

PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES (Continued)

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUMS
Taxes and Surcharges:	
Tax District:	
Glasgow	
Cave City	
Murray	
Russellville	
Bardwell	
Arlington	
Kentucky Surcharge	
Terrorism (included in total below)	
POLICY TOTAL AT INCEPTION	<hr/>

FORMS AND ENDORSEMENTS
APPLICABLE TO ALL COVERAGE PARTS

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
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	IL 00 17 11 98	Common Policy Conditions
	SI 00 19 11 98	Common Policy Conditions Amendment
	IL 00 03 09 08	Calculation of Premium
	IL 02 63 09 08	Kentucky Changes - Cancellation and Nonrenewal
	IL 02 50 09 08	Tennessee Changes - Cancellation and Nonrenewal
	SI 00 17 11 98	Common Policy Conditions
	SI 10 08 01 16	Common Policy Jacket
	SI 11 00 01 04	Installment Payments
*	PN 00 83 01 15	Notice of Terrorism Insurance Coverage

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.

NAMED INSURED AND MAILING ADDRESS

In addition to the First Named Insured shown on page 001
of this Declarations, the following are also named insureds: Business Entity Type

NAMED INSURED AND MAILING ADDRESS

In addition to the First Named Insured shown on page 001
of this Declarations, the following are also named insureds:

Business Entity Type

TURSKY CONSTRUCTION COMPANY
LLC;

Corporation

BTT DEVELOPMENT III LP,
DBA MUR-CAL APARTMENTS;

Corporation

SI 50 00 (01/04)

NAMED INSURED AND MAILING ADDRESS

In addition to the First Named Insured shown on page 001
of this Declarations, the following are also named insureds:

Business Entity Type

BTT DEVELOPMENT III LP
DBA PARKWAY SQUARE APARTMENTS;
BTT DEVELOPMENT III LP

Corporation

DBA DIXON MANOR APARTMENTS;
BTT DEVELOPMENT III LP
DBA MAYFIELD MANOR II
APARTMENTS;

Corporation

BTT DEVELOPMENT III LP
DBA LEGION MANOR APARTMENTS;

Corporation

SI 50 00 (01/04)

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Blanket Summary Information

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Blanket Business Personal Property - Per Statement of Values on File with Company

\$938,965 Special Form \$1,000 100% Replacement Cost
Inflation Guard: 4%
Terrorism Insurance Coverage

DESCRIPTION OF PREMISES	Premises 0001	Building 001
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Building Address

1001 Airport Rd
Fulton, KY 42041

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
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0311 Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$548,843 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0001	Building 001	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated
Terrorism Insurance Coverage

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0001	Building 002
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Building Address

1001 Airport Rd
Fulton, KY 42041

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
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0311 Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$596,524 Special Form \$5,000
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

100%

Replacement Cost

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0001	Building 002	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
 Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0001	Building 003
-------------------------	---------------	--------------

Building Address

1001 Airport Rd
 Fulton, KY 42041

Construction/Protection Class

Construction: Frame
 Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$596,524 Special Form
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

\$5,000

100%

Replacement Cost

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0001	Building 003	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Business Income - Rental Property: Actual Loss Sustained
 Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

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COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

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DESCRIPTION OF PREMISES	Premises 0005	Building 001
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Building Address

1080 Us Highway 41a
Dixon, KY 42409

Construction/Protection Class

Construction: Frame
Protection Class 05

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Building

\$677,692 Special Form \$5,000 100% Replacement Cost
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0005	Building 001	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0005	Building 002
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Building Address

1080 Us Highway 41a
Dixon, KY 42409

Construction/Protection Class

Construction: Frame
Protection Class 05

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$677,692 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0005	Building 002	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0005	Building 003
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Building Address1080 Us Highway 41a
Dixon, KY 42409**Construction/Protection Class**Construction: Frame
Protection Class 05

CLASS CODE	OCCUPANCY
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0702 Olm

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Building

\$47,834 Special Form \$5,000 80% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0005	Building 003	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Business Income - Rental Property: Actual Loss Sustained
 Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

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COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

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DESCRIPTION OF PREMISES	Premises 0008	Building 001
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Building Address

320 Indiana St
Mayfield, KY 42066

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------	------------------------	------------	---------------	--------------------	---------

Building

\$537,343 Special Form \$5,000 100% Replacement Cost
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0008	Building 001	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Business Income - Rental Property: Actual Loss Sustained
 Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0008	Building 002
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Building Address

320 Indiana St
 Mayfield, KY 42066

Construction/Protection Class

Construction: Frame
 Protection Class 03

CLASS CODE	OCCUPANCY
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0311 Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------	------------------------	------------	---------------	--------------------	---------

Building

\$537,343 Special Form \$5,000 100% Replacement Cost
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0008	Building 002	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0008	Building 003
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Building Address

320 Indiana St
Mayfield, KY 42066

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Building

\$1,038,648 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0008	Building 003	Continued
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Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0009	Building 001
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Building Address

520 Cadiz St
Princeton, KY 42445

Construction/Protection Class

Construction: Frame
Protection Class 05

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$535,911 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0009	Building 001	Continued
------------------------------------	----------------------	---------------------	------------------

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
 Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0009	Building 002
--------------------------------	----------------------	---------------------

Building Address

520 Cadiz St
 Princeton, KY 42445

Construction/Protection Class

Construction: Frame
 Protection Class 05

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$266,240 Special Form \$5,000 100% Replacement Cost
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

COVERAGES PROVIDED PREMISES	Premises 0009	Building 002	Continued
------------------------------------	----------------------	---------------------	------------------

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Business Income - Rental Property: Actual Loss Sustained
Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

Business Personal Property - Blanket - See Blanket Summary

DESCRIPTION OF PREMISES	Premises 0009	Building 003
--------------------------------	----------------------	---------------------

Building Address

520 Cadiz St
Princeton, KY 42445

Construction/Protection Class

Construction: Frame
Protection Class 05

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building
\$535,911 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown
\$5,000

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 001
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Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$455,834 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 002
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Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------	------------------------	------------	---------------	--------------------	---------

Building

\$277,956 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 003
-------------------------	---------------	--------------

Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 06

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$445,728 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 004
-------------------------	---------------	--------------

Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$505,264 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form
Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 005
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Building Address

 902 Northwood Dr
 Murray, KY 42071

Construction/Protection Class

 Construction: Frame
 Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------	------------------------	------------	---------------	--------------------	---------

Building

	\$368,644	Special Form	\$5,000	100%	Replacement Cost	
		Wind and Hail Deductible:	\$10,000			
		Inflation Guard:	4%			
		Terrorism Insurance Coverage				

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 006
--------------------------------	---------------	--------------

Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------	------------------------	------------	---------------	--------------------	---------

Building

\$505,264 Special Form \$5,000 100% Replacement Cost
 Wind and Hail Deductible: \$10,000
 Inflation Guard: 4%
 Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form
 Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 007
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Building Address

 902 Northwood Dr
 Murray, KY 42071

Construction/Protection Class

 Construction: Frame
 Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
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Building

	\$505,264	Special Form	\$5,000	100%	Replacement Cost	
		Wind and Hail Deductible:	\$10,000			
		Inflation Guard:	4%			
		Terrorism Insurance Coverage				

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES	Premises 0043	Building 008
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Building Address

902 Northwood Dr
Murray, KY 42071

Construction/Protection Class

Construction: Frame
Protection Class 03

CLASS CODE	OCCUPANCY
0311	Apartment

COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	DEDUCTIBLE	COINSURANCE %	LOSS PAYMENT BASIS	PREMIUM
----------	--------------------------	------------------------------	------------	------------------	--------------------------	---------

Building

\$45,849 Special Form \$5,000 100% Replacement Cost
Wind and Hail Deductible: \$10,000
Inflation Guard: 4%
Terrorism Insurance Coverage

Equipment Breakdown

\$5,000

Business Income - Rental Property: Actual Loss Sustained

Special Form

Period of Restoration - 72 Hour Time Period is Eliminated

FORMS AND ENDORSEMENTS

APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART

NEW	FORM OR ENDORSEMENT AND EDITION DATE	ENDORSEMENT TITLE (Only the endorsement titles are shown below, please review the form for a complete description of coverage.)
	CP 00 90 07 88	Commercial Property Conditions
	CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
	CP 00 10 10 12	Building and Personal Property Coverage Form
	IL 09 52 01 15	Cap on losses from Certified Acts of Terrorism
	CP 01 66 09 00	Kentucky Changes
	CP 10 30 10 12	Causes of Loss-Special Form
	SP 00 19 09 16	Equipment And Technology Breakdown Coverage
	SP 10 07 10 16	Premier Property Plus Endorsement
	CP 00 30 10 12	Business Income (And Extra Expense) Coverage Form
	CP 15 56 06 07	Business Income Changes - Beginning Of The Period Of Restoration (No Waiting Period)
	CP 12 18 10 12	Loss Payable Provisions
	SP 00 15 01 05	Business Income Changes
*	IL 09 85 01 15	Disclosure Pursuant to Terrorism Risk Insurance Act

*Indicates a new form has been added or a replacement form has been substituted for one of an earlier edition. Please retain all forms.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**COMMERCIAL GENERAL LIABILITY COVERAGE LIMITS OF INSURANCE:**

Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person
Personal And Advertising Injury Limit	\$1,000,000	Any One Person or Organization
General Aggregate Limit	\$2,000,000	
Products - Completed Operations Aggregate Limit	\$2,000,000	

AUDIT PERIOD

Annual

EMPLOYEE BENEFITS LIABILITY LIMITS OF INSURANCE**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Each Employee Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible Amount Applicable To Each Employee \$1,000

Employee Benefits Liability Coverage does not apply to "wrongful acts" which occur before the retroactive date shown here: 05/12/2019

DEDUCTIBLE LIABILITY SCHEDULE (See CG 03 00 for complete details)

<u>Coverage</u>	<u>Deductible Amount</u>	<u>Basis</u>
Property Damage Liability	\$250	Per Claim

APPLICATION OF DEDUCTIBLE - see endorsement CG 03 00 for any limitation on the application of this deductible.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy	PREMISES 0001
--	----------------------

<u>Location Address</u>	<u>Territory</u>
1001 Airport Rd Fulton, KY 42041	503

CLASS CODE	CLASSIFICATION DESCRIPTION
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60010	Apartment Buildings Product-Completed Operations Are Included, Subject To The General Aggregate Limit
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PREMIUM BASIS	24 Units
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	Per	Premises/Operations	Products/Completed Operations
RATE	1		
ADVANCE PREMIUMS			

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

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SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy	PREMISES 0005
--	----------------------

Location Address
Territory

 1080 Us Highway 41a
 Dixon, KY 42409

503

CLASS CODE	CLASSIFICATION DESCRIPTION
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60010	Apartment Buildings Product-Completed Operations Are Included, Subject To The General Aggregate Limit
-------	--

PREMIUM BASIS	20 Units
----------------------	----------

	Per	Premises/Operations	Products/Completed Operations
RATE	1		
ADVANCE PREMIUMS			

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy** **PREMISES 0005** **Continued**

CLASS CODE	CLASSIFICATION DESCRIPTION
61224	Building Or Premises-Office-Premises Occupied By Employees Of The Insured N Not-For-Profit Product-Completed Operations Are Included, Subject To The General Aggregate Limit

PREMIUM BASIS	650 Square Feet
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	Per	Premises/Operations	Products/Completed Operations
RATE	1000		
ADVANCE PREMIUMS			

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy****PREMISES 0008****Location Address****Territory**320 Indiana St
Mayfield, KY 42066

503

CLASS CODE**CLASSIFICATION DESCRIPTION**

60010

Apartment Buildings
Product-Completed Operations Are Included, Subject To The General Aggregate Limit**PREMIUM BASIS**

23 Units

	Per	Premises/Operations	Products/Completed Operations
RATE	1		
ADVANCE PREMIUMS			

SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy**PREMISES 0009****Location Address****Territory**520 Cadiz St
Princeton, KY 42445

503

CLASS CODE**CLASSIFICATION DESCRIPTION**

60010

Apartment Buildings
Product-Completed Operations Are Included, Subject To The General Aggregate Limit**PREMIUM BASIS**

20 Units

	Per	Premises/Operations	Products/Completed Operations
RATE	1		
ADVANCE PREMIUMS			

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**SCHEDULE OF PREMISES - All Premises You Own, Rent or Occupy****PREMISES 0043****Location Address****Territory**902 Northwood Dr
Murray, KY 42071

503

CLASS CODE**CLASSIFICATION DESCRIPTION**

60010

Apartment Buildings
Product-Completed Operations Are Included, Subject To The General Aggregate Limit**PREMIUM BASIS**

48 Units

	Per	Premises/Operations	Products/Completed Operations
RATE	1		
ADVANCE PREMIUMS			

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The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Building 1:	\$ 60,000
Limit of Insurance - Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
- 250

\$ 59,850 Loss Payable - Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable - Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage



EXHIBIT B

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
RECEIPT NO:
AND REGULAR MAIL**

Jun 30, 2022

Volunteer Management & Development Company, Inc.
Attn: Chris Tursky & Tyler Tursky
60 Miller Avenue
Jackson, TN 38305

Our Insured: Volunteer MGMT & Development Company, Inc.
Policy No: PBP2864751
File Number: PR-0000000-400349
Date of Loss: 12/10/2021
Locations: 73 Hobbs Street, Arlington, KY 42021
205 Ringo Drive, Clinton, KY 42031
1230 Ellington Pkwy, Lewisburg, TN 37091
1520 Glen Avenue, Lewisburg, TN 37091
Company: State Auto Property & Casualty Insurance Company
NAIC No: 25127

PARTIAL DECLINATION

Dear Mr. Tursky:

I write on behalf of State Auto Property & Casualty Insurance Company ("State Auto"). State Auto is in receipt of the supplemental claim presented by Volunteer Management & Development Company, Inc., for a building exterior storm loss at your four above listed locations under policy number PBP2864751. Damage claimed is for the date of loss, 12/10/21.

We initially inspected, adjusted, and paid for the actual cash value minor damages. Our recent engineering inspection finds no additional damage and unrelated non covered damages.

Please see damage and coverage evaluation below:

Corporate Headquarters 518 East Broad Street Columbus, Ohio 43215 614.464.5000 StateAuto.com

I. FACTUAL BACKGROUND

12/10/21.....Mayfield, Kentucky tornado loss date
12/11/21.....claim was reported to State Auto Insurance
12/12/21.....loss site inspected by our GA Jeff Maday
01/18/22.....additional claim for other locations reported to State Auto Insurance
01/18/22.....loss sites inspected by our CAT adjuster Aaron Rundberg
03/07/22.....actual cash value payments issued for all loss sites
04/01/22.....received letter of representation from public adjuster William Griffin, Griffin Loss Consultants
06/01/22.....our hired engineers, Ben Hall and Noah Monhemius, EES Group, inspected additional loss sites

In review of EES Group's inspection report, no additional covered storm damage was discovered. In addition, older wind and hail, mechanical, and wear/tear damages were discovered. I have attached EES Group's report for your review.

THE EES GROUP REPORT WAS REFUTED IN ITS ENTIRETY AND THEIR PHOTOS SHOWED DAMAGE THAT WAS COVERED BUT CARRIER DID NOT PAY FOR NOR DID ENGINEERS CORRECT THE ERRORS.

II. STATE AUTO POLICY

State Auto issued Businessowners Policy No. PBP2864751 to Volunteer Management & Development Company, Inc., for the policy period of 05/12/2021 – 05/12/2022 (the "State Auto Policy"). The State Auto Policy provides coverage pursuant to form (CP0010 10/12) and various endorsements. THE READINGS WERE TAKEN MILES AWAY.

We quote pertinent portions of the State Auto Policy in the letter below. The provisions in the letter are for your ease of reference and are not intended to be an exhaustive list of all policy terms, conditions, and exclusions that may ultimately apply to the issues presented in this matter. Please refer to the State Auto Policy for its complete terms and conditions.

A. Wind and hail damage outside of the date of loss and coverage period, mechanical and wear/tear damage are not covered under this policy

NONE HAS BEEN CLAIMED.

Pursuant to Building and Personal Property Coverage Form (CP0010 10/12), coverage applies to direct physical loss of or damage to Covered Property:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building...

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

Next, please see Causes of Loss - Special Form (CP1030 10/12)

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

2. We will not pay for loss or damage caused by or resulting from any of the following, **3.a. through 3.c.** But if an excluded cause of loss that is listed in **3.a. through 3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

d.(1) Wear and tear; At no time has this condition been submitted as a cause of these losses

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a. through 3.c.** But if an excluded cause of loss that is listed in **3.a. through 3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

Next, please see Commercial Property Conditions (CP0090 07/88)

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

THIS IS WHY YOU HAVE TO PARTICIPATE IN
APPRAISAL WHEN DEMANDED.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.

State Auto reserves its rights under the policy provisions cited above and all other provisions of the Policy. State Auto does not waive any provisions of the Policy.

IV. CONCLUSION

We are always willing to reconsider our coverage evaluation in light of any new or additional facts, information, evidence, reported case law or federal statute. If you are aware of any new or additional facts, information, evidence, reported case law or federal statute which would

State Auto has been in possession of our information and it was provided to EES as well. However, it was not given to the engineers prior to their inspection and thus could not have been properly considered. (see rebuttal attached)

EES WAS GIVEN A COPY OF EVERYTHING WEEKS IN ADVANCE.

have any bearing on the coverage issues outlined in this correspondence, please provide the same to us as soon as possible and we will give any new information due consideration. Please be advised, however, that our invitation to submit additional information or documentation is made without waiving or limiting State Auto's coverage position as stated in this letter.

This letter is not intended to, nor should it be construed as, setting forth all coverage defenses that may arise in connection with the claim. We specifically reserve all of our rights under the Policy and the laws of the States of Kentucky & Tennessee and no waiver or estoppel of any kind is intended, nor should it be inferred. State Auto reserves its rights under the Policy and applicable law to cite additional policy provisions and defenses as may be appropriate. By limiting policy references to the policy language cited above, State Auto does not waive any other provisions of the Policy. The Policy in its entirety is incorporated by reference as though fully set forth in this letter. APPRAISAL IS A TERM AND CONDITION OF THE POLICY.

Please let me know if you have any questions.

Respectfully,

Mike Wakefield, CPCU, AIC
CARE Manager / EGA
State Auto Insurance Companies
Phone: 614-301-5769

cc: Griffen Loss Consultants,
Commercial Insurance Associates, LLC

/29/22



June 29, 2022

Mr. Mike Wakefield
State Auto Insurance
P.O. Box 182822
Columbus, OH 43218

RE: Hail and Wind Damage Assessment at the Volunteer Management Properties, 73 Hobbs Street, Arlington, KY 42021, 205 Ringo Drive, Clinton, KY 42031, 1230 South Ellington Parkway, Lewisburg, TN 37091, and 1520 Glenn Avenue, Lewisburg, TN 37091 (22-388-BJH).

Dear Mr. Wakefield:

In accordance with your May 12, 2022 request, EES Group, Inc. (EES) performed inspections on June 1-2, 2022 to assess the buildings for storm-related damages. These were visual inspections of readily observable surfaces only. No destructive testing or collection/analysis of materials was undertaken during these assessments. This report summarizes our findings.

INSPECTION INFORMATION:

Insured:	Volunteer Management
Claim #:	PR-0000000-400349
Date of Loss:	December 10, 2021
Date and Time of Inspections:	June 1, 2022; 8:00 A.M. to 5:00 P.M. June 2, 2022 8:00 A.M. to 5:00 P.M.
Inspected by:	Mr. Benjamin J. Hall, P.E. Mr. Noah P. Monhemius, RRC, Project Engineer

INTENTIONAL FRAUD TO DENY BENEFITS

73 HOBBS STREET, ARLINGTON, KY 42021

Building Information: The complex consisted of two apartment buildings. The exteriors of the buildings were clad with ribbed metal panels and vinyl siding. The roof surfaces were covered with ribbed metal panels. A layout of the apartment complex is shown in Figure 1:

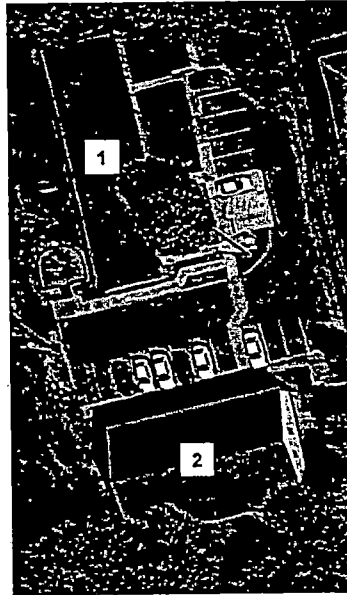


Figure 1: Complex Layout

EES Inspection Observations: Observations made during the inspection of the exterior and roof surfaces of the buildings are summarized below; photographs are provided in Appendix A.

See our attached photo report of the slopes showing circled
Building #1 – “Building B” damage to the metal roof panels (aerial wide angles)
Detailed photos accompany.

Exterior Inspection:

- The exteriors were clad with ~3' wide ribbed metal panels. The gable walls were clad with ~9" wide double-lap vinyl siding.
- Spatter marks, up to ~1/2" in diameter, were present to the siding and electric meters throughout the north and west elevations. No dents were present at the spatter mark locations. The orientation of the spatter marks indicated the hail arrived from the northwest.
- The four (4) downspouts on the west elevation, ~10' long each, contained dents consistent with hailstone impacts which measured up to ~3/8" in width. Spatter marks were present at the dents. They are confirming damage covered under the policy
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces. This is not true and is refuted in its entirety by our photo report

Roof Inspection:

- The roof surfaces were clad with ~3' wide ribbed metal panels. The roof pitch measured ~4:12.
- Spatter marks, up to ~1/2" in diameter, were present to the roof panels. No dents were present at the spatter mark locations. The orientation of the spatter marks indicated the hail arrived from the northwest. This is false
- A total of two (2) ~18" diameter turbine vents contained dents consistent with hailstone impacts up to ~3/8" in width. Spatter marks were present at the dents.
- The remaining roof surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Building #2 – "Building A"*Exterior Inspection:*

- The exteriors were clad with ~3' wide ribbed metal panels. The gable walls were clad with ~9" wide double-lap vinyl siding.
- Spatter marks, up to ~1/2" in diameter, were present to the siding and electric meters throughout the north and west and elevations. No dents were present at the spatter mark locations. The orientation of the spatter marks indicated the hail arrived from the northwest.
- The vinyl siding contained sporadic areas of wavy panels and indentations not consistent with storm-related damages (i.e., wind forces or hailstone impacts).
- The northwest downspout on the north elevation, ~20' long, contained dents consistent with hailstone impacts which measured up to ~3/8" in width. Spatter marks were present at the dents. Covered damage
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection: This is not true as our report photos clearly depict and document the tree and wind debris to the roof, siding, and brick cladding.

The only way to miss this damage was to not

- The roof surfaces were clad with ~3' wide ribbed metal panels. The roof pitch measured ~4:12.
- Spatter marks, up to ~1/2" in diameter, were present to the roof panels. No dents were present at the spatter mark locations. The orientation of the spatter marks indicated the hail arrived from the northwest. This is false and the photos are prima facie
- A total of two (2) ~18" diameter turbine vents contained dents consistent with hailstone impacts up to ~3/8" in width. Spatter marks were present at the dents.
- The remaining roof surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

This assessment is inaccurate and was written solely to deny coverage through misrepresentation of material facts.

Discussions: Discussions pertaining to EES' observations and conclusions are provided below.

WEATHER DATA

NWS Wind Data: Wind data was researched from the National Weather Service (NWS) Paducah Weather Station (the closest reporting stations to the subject property) for December 2021. Results are provided below. Experts should not use weather data from a source 36 miles away. Useless

- **NWS Paducah December 2021:** The maximum two-minute wind and the highest peak gust wind speeds reported in December 2021 ranged up to 25 MPH and 51 MPH, respectively, on December 10, 2021. The winds on this date arrived primarily from the south.

The reported peak gust wind speeds from the NWS at the Paducah Weather Station in December 2021 did not exceed 90 MPH, the resistance threshold prescribed under Kentucky building codes since ~2000. Further, the reported two-minute wind speeds did not exceed 70 MPH, the threshold prescribed in Kentucky building codes prior to 2000. To state the winds on the day of the Tornado outbreak were within threshold acceptance is ludicrous. To deny coverage based upon this report is criminal and should be investigated.

NWS Tornado Data: EES researched several tornado events on the NWS' website.

Results follow. Why would an expert use data from 2019 36 miles from the subject property to be considered in a coverage decision for structures with obvious wind and hail damage

- **June 23, 2019:** Three different tornados (all EF-1) struck down in Carlisle, McCracken, and Ballard Counties. The subject property was well outside all three tornado paths (<https://www.weather.gov/pah/jun23severe>).
- **December 10-11, 2021:** An EF-4 tornado passed through northwest Tennessee and southwest Kentucky. The tornado passed through nearby Mayfield, KY; however, the tornado path did not pass through Arlington, KY where the subject property was located (<https://www.weather.gov/pah/December-10th-11th-2021-Tornado>).

Our team personally witnessed severe structural damage within 1 mile of subject property and tree damage to the bluffs here. Local contractors and tree companies reported extensive damage to structures.

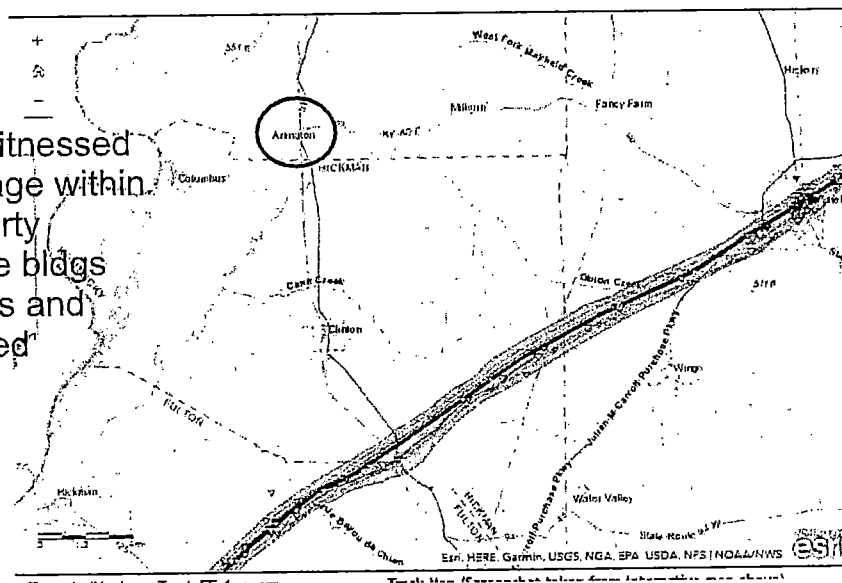


Figure 2 – NWS Tornado Path – December 10 and 11, 2021

CoreLogic™ Hail Verification Report: A Hail Verification Report™ from CoreLogic Spatial Solutions, LLC was provided to EES and reviewed for the subject property. The address-specific report gives a history of hail-fall activity at the location and within 1, 3, and 10 miles from January 1, 2009 through June 13, 2022. It accomplishes this with the use of their HailScope™ "verification algorithm" which assesses hail equal to or greater than 3/4" falling within a 10-mile radius of the address and produces a report of the dates and sizes of the hail. The Hail Verification Report™ is reproduced below as Figure 3.



CoreLogic

Weather Verification Services

This property damage did not even require this type of report as there is sufficient visible damages from the wind and tree to support our estimates

Hail Verification Report

Claim or Reference #	22-388-BJH
Insured/Property Owner	State Auto-Volunteer Mgmt (Hobbs)-Wind
Address	14 Hobbs St Arlington, KY 42021
Coordinates	Latitude 38.78872, Longitude -89.010335
Date Range	Jan 01, 2009 to Jun 13, 2022
Report Generated	June 14th, 2022 at 17:44:57 UTC

Storm Events

Date	At Location	Estimated Maximum Hail Size		
		Within 1 mi / 1.61 km	Within 3 mi / 4.83 km	Within 10 mi / 16.09 km
May 18, 2022	—	0.75 in / 1.91 cm	0.9 in / 2.29 cm	0.9 in / 2.29 cm
Dec 5, 2021	—	0.8 in / 2.03 cm	0.8 in / 2.03 cm	0.8 in / 2.03 cm
Apr 28, 2017	—	—	0.8 in / 2.03 cm	0.8 in / 2.03 cm
Jun 28, 2015	—	—	0.8 in / 2.03 cm	0.8 in / 2.03 cm

Figure 3: CoreLogic Hail Verification Report for the Subject Property

Review of the information in the figure above indicated that 0.75" diameter hail fell within one mile of the subject property on May 18, 2022. Additionally, hail up to 0.8" diameter hail fell within one mile of the subject property on December 5, 2021.

Note, hail sizes less than 0.75" in diameter may have fallen at the subject property and gone unreported. At least they admit it and we have provided photo proof in our report.

Determining Hail Size: The size (diameter) of the hail which likely fell on the subject property was approximated by inspection of the metal surfaces and measurements of the impact marks which appeared consistent with hail-strikes. For hailstones measuring up to 2" in diameter, the hailstone size typically ranges from 1-1/2 to 2-1/2 times the diameter of the inner dent created upon impact with the most common metal surfaces on average (Petty 2013). The inner dents of the impact marks observed on the metal surfaces measured up to ~3/8" in diameter indicating the hailstones may have ranged conservatively from ~9/16" to ~15/16" in diameter. Taking into account the average multiplier and the maximum inner dent diameter, the hail that struck the property likely was ~3/4" in diameter.

This statement on determining hail size is presented solely to defeat the insureds claim for legitimate damage covered under their policy. No governing standards or reference to authority to support these statements is provided and should be disallowed

Hail-Spatter Marks: When hailstones strike metal surfaces, they leave behind a spatter mark in the oxidation layer. It typically takes one to two years for the surface to re-oxidize and cover the mark. Thus, when dents consistent with hailstone impacts are found on metal surfaces without spatter marks this is an indicator that the dents were caused by an older hailstorm event. This opinion irrelevant to the reported damages

The dents to the subject metal surfaces (downspouts and turbine vents) contained spatter marks which indicated they were relatively fresh. Also, spatter marks were present to the exterior and roof metal panels; however, no dents were at the spatter locations which indicated the hailstones were not of sufficient size to cause damage to the ribbed metal panels. we have clearly marked and photographed the damage to this roof

Conclusions: Based on the information gained during the inspection; review of weather data, building codes, and information from industry literature; and our professional experience, EES has arrived at the following conclusions:

- The exterior and roof surfaces were clear of damages attributable to wind forces.
- The hail that impacted the property was ~3/4" in diameter. The orientation of the dents and spatter marks indicated that the hailstorm arrived from the west/northwest. The components (turbine vents) which were affected by hail impacts are provided in the observations section of this report.
- A review of weather data indicated hail of that magnitude was present within the area of the subject property on May 18, 2022 and December 5, 2021 (i.e., multiple storms). The damage was likely attributed to the May 18, 2022 or earlier hail event.

Please note that EES was in possession of our detailed estimates and photo reports at the time of this inspection showing all claimed damages and their specific locations on the properties, yet they did not provide our report to their "experts" even after I requested that they review our findings before issuing any opinions stating "no damage" or that could result in a denial of coverage to the insured. Clearly, they refused to consider the facts of this loss. They do not even mention the tree wind damage that was submitted.

EES does not provide reference support for the industry literature they rely on for their opinions and they omit blatant siding and tree and other wind damages to the roof and exteriors of the buildings on the property, and ignore damages we presented for payment.

Brick damage was not inspected or documented by EES as shown in our report

205 RINGO DRIVE, CLINTON, KY 42031

Building Information: The complex consisted of four apartment buildings and one mail room. The exteriors of the buildings were clad with brick masonry and vinyl siding. The roof surfaces were covered with three-tab asphalt shingles. A layout of the apartment complex is shown in Figure 4:

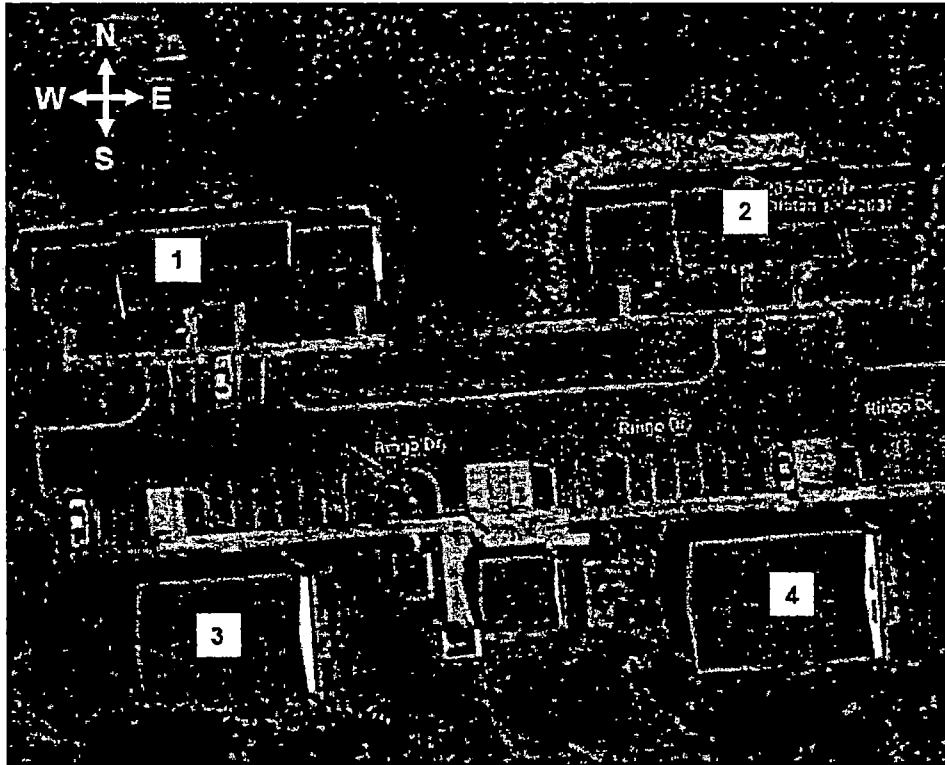


Figure 4: Complex Layout

EES Inspection Observations: Observations made during the inspection of the exterior and roof surfaces of the buildings are summarized below; a summary of damages is provided in Table 1; photographs are provided in Appendix B

Building #1 – “Building C Units 17-20”*Exterior Inspection:*

- The exteriors were clad with ~9” wide double-lap vinyl siding and brick masonry.
- The siding contained shatter marks consistent with mechanical damage. Several pieces contained face-nailed repairs.
- A couple sections of siding on the east elevation were unlapped but otherwise free of damage. The condition was not consistent with wind forces, but rather showed signs of long-term expansion and contraction combined with improper installation.
- The downspouts contained dents and scrapes consistent with mechanical damages.

- The tops of the gutters contained dents, measuring $\sim 1/2$ " in width, consistent with hailstone impact. Spatter marks were present at the dents.
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Starter strips and drip edge were present at the eaves. The roof pitch measured $\sim 4:12$. The shingle exposure averaged ~ 5 ".
- A total of two (2) ~ 18 " diameter turbine vents and four (4) slant-back box vents contained dents consistent with hailstone impacts up to $\sim 1/2$ " in width. Spatter marks were present at the dents.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- One shingle tab on the south slope was torn. The shingle tab was sealed to the roof. The dull grey exposed fiberglass fibers indicated the condition was older.
- One shingle tab on the north slope was torn. The dull grey exposed fiberglass fibers indicated the condition was older.
- The roof surfaces were clear of damage attributable to wind forces.

Building #2 – "Building D Units 21-24"

Exterior Inspection:

- The exteriors were clad with ~ 9 " wide double-lap vinyl siding and brick masonry.
- The downspouts contained dents and scrapes consistent with mechanical damages.
- The tops of the gutters contained dents, measuring $\sim 1/2$ " in width, consistent with hailstone impact. Spatter marks were present at the dents.
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Starter strips and drip edge were present at the eaves. The roof pitch measured $\sim 4:12$. The shingle exposure averaged ~ 5 ".
- A total of two (2) ~ 18 " diameter turbine vents contained dents consistent with hailstone impacts up to $\sim 1/2$ " in width. Spatter marks were present at the dents.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.

- One (1) shingle tab on the west-facing slope contained a diagonal crease. The dark color of the crease line indicated the damage was fresh. The delamination present beneath the shingle tab indicated the damage was mechanical in nature and not consistent with wind forces. The tab was located within the field of the roof slope. **THIS IS DAMAGE AND THEY DID NOT COMPARE OUR PHOTOS**
 - Two (2) shingle tabs on the south-facing slope were creased. The dark color of the crease line indicated the damage was fresh. The delamination present beneath the shingle tab indicated the damage was mechanical in nature and not consistent with wind forces. The tab was located within the field of the roof slope.
 - One (1) shingle tab on the north-facing slope was creased/torn. The dark color of the crease line and underlying shingle indicated the damage was fresh. The delamination present beneath the shingle tab indicated the damage was mechanical in nature and not consistent with wind forces. The tab was located within the field of the roof slope. **DAMAGE THAT IS COVERED AND OUR ESTIMATE IS CORRECT**
 - The roof surfaces were clear of damage attributable to wind forces.
- Building #3 – “Building B Units 9-12 & 13-16”**

Exterior Inspection:

- The exteriors were clad with ~9” wide double-lap vinyl siding and brick masonry.
- The downspouts contained dents and scrapes consistent with mechanical damages.
- Small spatter marks were present on the shutters on the south elevation. No damage was observed at the spatter mark locations.
- The tops of the gutters contained dents, measuring ~1/2” in width, consistent with hailstone impact. Spatter marks were present at the dents.
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Starter strips and drip edge were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5”.
- A total of two (2) ~18” diameter turbine vents and five (5) slant back box vents contained dents consistent with hailstone impacts up to ~1/2” in width. Spatter marks were present at the dents.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- A shingle tab was present on the north-facing slope; however, no missing shingle tabs were on the roof. The debris under the tab indicated the tab had been in that position for an extended period of time.

- One shingle tab on the south-facing slope contained a diagonal crease. Heavy sealant repairs were present to the shingle tab. The shingle tab was sealed. The dull grey exposed fiberglass fibers indicated the condition was older.
- The roof surfaces were clear of damage attributable to wind forces.

Building #4 – “Building A Units 1-4 & 5-8”

Exterior Inspection:

- The exteriors were clad with ~9” wide double-lap vinyl siding and brick masonry.
- The downspouts contained dents and scrapes consistent with mechanical damages.
- Small spatter marks were present on the shutters on the south elevation. No damage was observed at the spatter mark locations.
- Shingle debris was observed in the south yard. The debris appeared to have been cut as opposed to damage from wind forces.
- One piece of siding, measuring ~10’ long, was on the ground at the east elevation. The piece was still intact and clear of tearing consistent with wind forces. The section of siding should be reinstalled.
- The tops of the gutters contained dents, measuring ~1/2” in width, consistent with hailstone impact. Spatter marks were present at the dents.
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Starter strips and drip edge were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5”.
- A total of two (2) ~18” diameter turbine vents and five (5) slant back box vents contained dents consistent with hailstone impacts up to ~1/2” in width. Spatter marks were present at the dents.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- Several areas of replacement shingles were on the south-facing slope: ~5 near the ridge at the east end, ~2 within the field of the roof slope, ~15 near the ridge at the west end, and ~1 near the west eave. Further observations follow:
 - The replacement shingles were dimensional shingles, not three-tab like the shingles on the remainder of the roof slope.

- Three (3) shingle tabs were missing in the course above the replacement shingles at the west end near the ridge. The dull color of the exposed underlying shingles indicated the condition was older. The missing tabs were consistent with damaged tabs during replacements as opposed to damage attributable to wind forces. No hand dabbing to resecure the now missing shingle tabs was apparent (i.e., improper replacement shingle installment).
 - One (1) shingle tab was missing above the replacement shingles at the east end near the ridge. The dull color of the exposed underlying shingles indicated the condition was older. The missing tabs were consistent with damaged tabs during replacements as opposed to damage attributable to wind forces. No hand dabbing to resecure the now missing shingle tabs were apparent (i.e., improper replacement shingle installment).
- One shingle tab was missing at the east end near the rake. The dull color of the exposed underlying shingles indicated the damage was older.
- Two (2) shingle tabs on the north-facing slope were torn. The dark color of the tear line indicated the damage was fresh. The delamination present beneath the shingle tabs indicated the damage was mechanical in nature and not consistent with wind forces. The tabs were located within the field of the roof slope.
- Two (2) shingle tabs on the north-facing slope had weathered creases. The shingles were sealed to the roof. Sealant repairs were present to the shingle tabs.
- The remaining roof surfaces were clear of damage attributable to wind forces.

Mail Room

Exterior Inspection:

- The exteriors were clad with ~9" wide double-lap vinyl siding and brick masonry.
- The downspouts contained dents and scrapes consistent with mechanical damages.
- Small spatter marks were present on the shutters on the south elevation. No damage was observed at the spatter mark locations.
- The tops of the gutters contained dents, measuring ~1/2" in width, consistent with hailstone impact. Spatter marks were present at the dents.
- The remaining exterior surfaces were clear of damage attributable to hailstone impacts and/or wind forces.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Starter strips and drip edge were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".

- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- One shingle tab was missing from the north slope. The dull color of the exposed underlying shingles indicated the damage was older.
- One (1) shingle tab on the south-facing slope was creased. The dark color of the tear line indicated the damage was fresh. The delamination present beneath the shingle tab and the multiple crease lines indicated the damage was mechanical in nature and not consistent with wind forces. The tab was located within the field of the roof slope and at a nail pop.
- The remaining roof surfaces were clear of damage attributable to wind forces.

THIS REPORT IS NOT TRUE ON ITS FACE

Damage Summary: Table 1 below summarizes the damages observed.

Table 1 – Ringo Drive Damage Summary

EES Building ID	Building ID & Unit #'s	Faces	Exterior Damage ^{1,2}	Hail Damage to Shingles (Bruises/100 sq. ft.)	Roof Metals ³	Wind Damage – Old Damage ²	Wind Damage – Newer Damage ²	Replacement Shingles ²	Other ²
1	C - 17-20	South	N: G S: G	0	(4) SBBV (2) TV	0	0	0	E Ext - Unlapped siding Roof - Two (2) mechanically creased shingles (S-1, N-1)
2	D - 21-24	South	N: G S: G	0	(2) TV	0	0	0	Roof - Four (4) fresh mechanically creased shingles (S-2, N-1, W-1))
3	B - 9-12 & 13-16	North	N: G S: G	0	(5) SBBV (2) TV	0	0	0	S Slope - One older mechanically torn shingle
4	A - 1-4 & 5-8	North	N: G S: G	0	(5) SBBV (2) TV	S - 1 N - 2	0	S - 5 at E end near ridge, 1 damaged tab above S - 2 in field S - 1 at W eave S - ~15 at W end near ridge, 3 damaged tabs above	E Ext - ~10' long vinyl siding piece removed near AC N Slope - 2 mechanically damaged shingle tabs
Mail Room		North	N: G S: G	0	0	N - 1			S Slope - One fresh mechanically creased shingle
1 - Exterior features include gutters (G) 2 - North (N), South (S), East (E), West (W), Exterior (Ext) 3 - Standard Slant-Back Box Vent (SBBV), ~18" Diameter Turbine Vent (TV)									

Discussions: Discussions pertaining to EES' observations and conclusions are provided below.

WEATHER DATA

NWS Wind Data: Wind data was researched from the National Weather Service (NWS) Paducah Weather Station (the closest reporting stations to the subject property) for December 2021. Results are provided below.

- **NWS Paducah December 2021:** The maximum two-minute wind and the highest peak gust wind speeds reported in December 2021 ranged up to 25 MPH and 51 MPH, respectively, on December 10, 2021. The winds on this date arrived primarily from the south.

The reported peak gust wind speeds from the NWS at the Paducah Weather Station in December 2021 did not exceed 90 MPH, the resistance threshold prescribed under Kentucky building codes since ~2000. Further, the reported two-minute wind speeds did not exceed 70 MPH, the threshold prescribed in Kentucky building codes prior to 2000.

NWS Tornado Data: EES researched tornado events on the NWS' website. Results follow.

- **December 10-11, 2021:** An EF-4 tornado passed through northwest Tennessee and southwest Kentucky. The tornado passed through nearby Mayfield, KY; however, the tornado path did not pass through Clinton, KY where the subject property was located (<https://www.weather.gov/pah/December-10th-11th-2021-Tornado>).

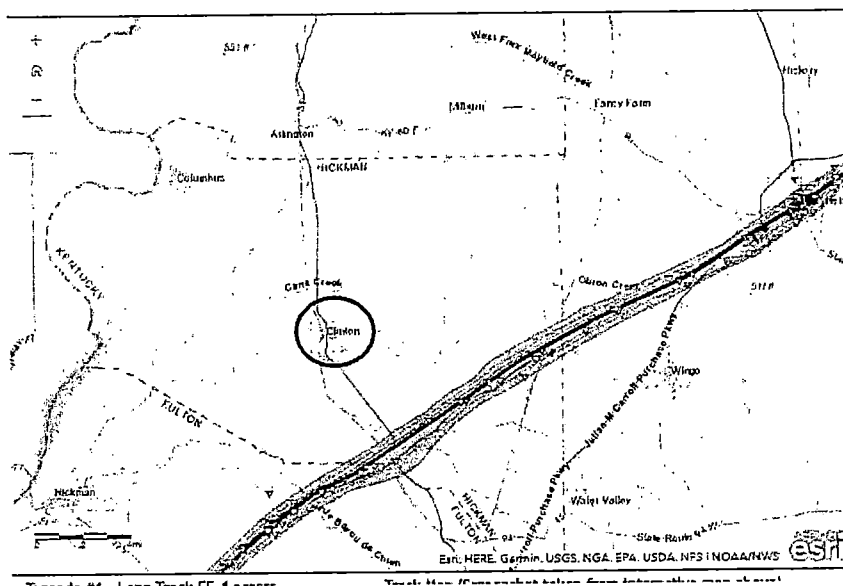
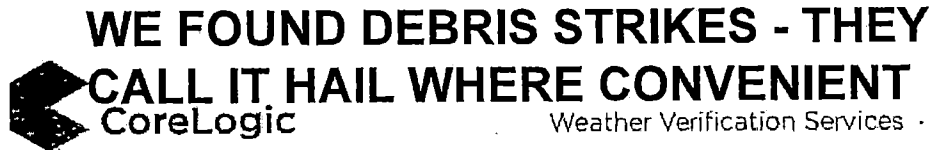


Figure 5 – NWS Tornado Path – December 10 and 11, 2021

CoreLogic™ Hail Verification Report: A Hail Verification Report™ from CoreLogic Spatial Solutions, LLC was provided to EES and reviewed for the subject property. The address-specific report gives a history of hail-fall activity at the location and within 1, 3, and 10 miles from January 1, 2009 through June 13, 2022. It accomplishes this with the use of their HailScope™ "verification algorithm" which assesses hail equal to or greater than 3/4" falling within a 10-mile radius of the address and produces a report of the dates and sizes of the hail. The Hail Verification Report™ is reproduced below as Figure 6.



Hail Verification Report

Claim or Reference #	22-388-BJH
Insured/Property Owner	State Auto-Volunteer Mgmt (Ringo)-Hail/Wind
Address	205 Ringo Dr Clinton, KY 42031
Coordinates	Latitude 36.669699, Longitude -89.000584
Date Range	Jan 01, 2009 to Jun 13, 2022
Report Generated	June 14th, 2022 at 18:25:20 UTC

Storm Events

Date	At Location	Estimated Maximum Hail Size		
		Within 1 mi / 1.61 km	Within 3 mi / 4.83 km	Within 10 mi / 16.09 km
Dec 10, 2021	—	1 in / 2.54 cm	1.3 in / 3.3 cm	1.5 in / 3.81 cm
Apr 8, 2020	0.8 in / 2.03 cm	0.9 in / 2.29 cm	1 in / 2.54 cm	1 in / 2.54 cm
May 26, 2016	—	—	0.8 in / 2.03 cm	1 in / 2.54 cm

Figure 6: CoreLogic Hail Verification Report for the Subject Property

Review of the information in the figure above indicated that 1.0" diameter hail fell within one mile of the subject property on December 10, 2021. Additionally, hail up to 0.8" diameter hail fell on the subject property on April 8, 2020.

Note, hail sizes less than 0.75" in diameter may have fallen at the subject property and gone unreported.

Determining Hail Size: The size (diameter) of the hail which likely fell on the subject property was approximated by inspection of the metal surfaces and measurements of the impact marks which appeared consistent with hail-strikes. For hailstones measuring up to 2" in diameter, the hailstone size typically ranges from 1-1/2 to 2-1/2 times the diameter of the inner dent created upon impact with the most common metal surfaces on average (Petty 2013). The inner dents of the impact marks observed on the metal surfaces measured up to ~1/2" in diameter indicating the hailstones may have ranged conservatively from ~3/4" to ~1-1/4" in diameter. Taking into account the average multiplier and the maximum inner dent diameter, the hail that struck the property likely was ~1" in diameter.

**PURE CONJECTURE -
GUESSWORK**

Hail-Spatter Marks: When hailstones strike metal surfaces, they leave behind a spatter mark in the oxidation layer. It typically takes one to two years for the surface to re-oxidize and cover the mark. Thus, when dents consistent with hailstone impacts are found on metal surfaces without spatter marks this is an indicator that the dents were caused by an older hailstorm event.

The dents to the subject metal surfaces (gutters and roof vents) contained spatter marks which indicated they were relatively fresh. Also, spatter marks were present to the exteriors; however, no dents were at the spatter locations.

Wind Effects to Asphalt Shingles: Wind traveling over and around a pitched roof surface creates both positive and negative (i.e., suction/uplift) pressures on the roofing material. Wind-related damages to asphalt shingles on a pitched roof typically occur as a result of high suction/uplift pressures and the localized effects on the individual shingles as air flows over its surface. Further, these higher suction/uplift pressures occur along the lower eaves, rakes, valleys, and/or ridges of the roof surface. Hence, wind-related damages normally first appear in these locations, especially if the shingles are aged/weathered, poorly installed, and/or poorly bonded (i.e., un-adhered). Wind damage to asphalt shingles is typically identified as lifted shingles, cracking in the shingle mat (i.e., creases), torn/missing shingles/tabs, and, in severe cases, sections of shingles displaced from the roof surface.

The roof surfaces contained a few shingles that contained damage consistent with wind forces. A summary of the damage locations was provided within the observations and damage summary section of this report. It should be noted, the damage appeared to be relatively older. Also, damage was found on opposing roof slopes which was consistent with multiple historical storm events as opposed to damage from a single event.

Additionally, a few areas of missing shingle tabs were observed upslope of replacement shingles. These shingle tabs were rendered susceptible to damage due to poor replacement shingle installation techniques. General best practices include resealing the upslope shingles via hand dabbing (i.e., dabs of sealant to resecure the shingles to the roof surfaces after the replacement shingle has been installed).

Mechanical Damage and Delamination: Damage that results from mechanical manipulation may cause delamination of the adhesive strip from the asphalt surfaces. Delamination is apparent when portions of the granular base or asphalt mat of the adjoining shingles are torn from either shingle and are attached to the sealant strip. Delamination of the sealant strip implies that the adhesive bonds were stronger than those between the granules and its asphalt shingle adhesive bonds, much like a weld is stronger than the adjoining metals. This type of failure rarely occurs unless encouraged mechanically (Stephen E. Petty, Forensic Engineering: Damage Assessments for Residential and Commercial Structures, 2013).

Evidence of mechanical damage was observed to several shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.

SPECULATION

Conclusions: Based on the information gained during the inspection; review of weather data, building codes, and information from industry literature; and our professional experience, EES has arrived at the following conclusions:

- The exteriors were clear of damages attributable to wind damages.
- The roof surfaces contained minor areas of damages attributable to wind forces. Based on inspection observations, the damage appeared to be older and occurred over multiple storm events. Specific damage was provided within the observations and damage summary sections of the report.
- Evidence of mechanical damage was observed to several shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.
- The hail that impacted the property was ~1" in diameter. The components which were affected by hail impacts are provided in the observations section of this report.
- A review of weather data indicated hail of that magnitude was present within the area of the subject property on December 10, 2021. The damage was likely attributed to the December 10, 2021 or earlier hail event.

1230 SOUTH ELLINGTON PARKWAY, LEWISBURG, TN 37091

Building Information: The complex consisted of eleven apartment buildings and an office building. The exteriors of the buildings were clad with brick masonry veneer. The roof surfaces were covered with three-tab asphalt shingles. A layout of the apartment complex is shown in Figure 7:

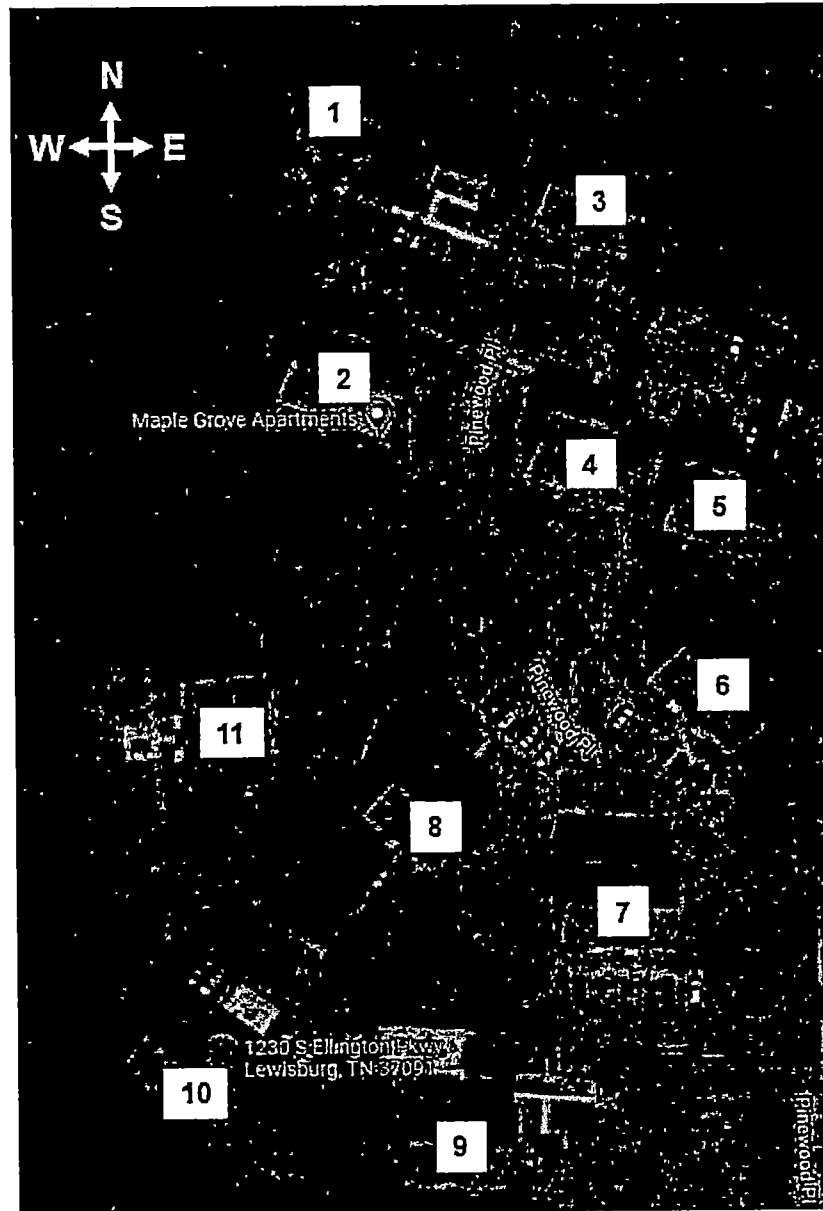


Figure 7: Complex Layout

EES Inspection Observations: Observations made during the inspection of the exterior and roof surfaces of the buildings are summarized below; a summary of damages is provided in Table 2; photographs are provided in Appendix C.

Building #1 – “H” Units 2467-2478*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7” wide Hardie-board.
- The ~12” wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5”.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18” turbine vents and six (6) slant-back box vents contained small dents (~1/4” in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #2 – “G” Units 2455-2468*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7” wide Hardie-board.
- The ~12” wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage (i.e., missing/collapsed) to the soffit included:
 - ~ 5 linear feet (LF) of the soffit at the east elevation
 - ~2 LF at the north elevation
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- Two shingle tabs were missing on the upper south-facing slope. The dull color of the exposed surfaces indicated the damage was older.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #3 – "I" Units 2483-2494*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #4 – “K” Units 2567-2578*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~10 LF at the east elevation
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #5 – “J” Units 2495-2566*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- One shutter was missing from the north elevation.
- Spatter marks, up to ~1/2" in width, were present on the west elevation components consistent with a more recent hail event. No damage was observed at the spatter mark locations.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.

- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- There were ~4 shingles with tears on the north slope. The dull color of the tears indicated the damage was older. Of note, heavy tree coverage and branches in contact with the roof surface were in the area.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #6 – "F" Units 2445-2454

Exterior Inspection:

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~15 LF at the north elevation
 - ~12 LF at the west elevation
- A section of gutter, measuring ~15' long, was missing at the north gutter.
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".

- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #7 – "E" Units 2437-2444

Exterior Inspection:

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~6 LF at the east elevation
 - ~6 LF at the west elevation
 - ~17 LF at the south elevation
 - ~10 LF of the breezeway soffit at the north end
- A section of fascia, measuring ~6' long, was missing at the east elevation.
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #8 – “D” Units 2429-2434*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~12 LF at the east elevation
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The one (1) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- One of the turbine vents was missing which left a large hole in the roof exposed to the interior attic spaces.
- A section of the gutter guards, measuring ~24' long, was missing from the south gutter.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #9 – “A” Units 2401-2402*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.

- The exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- A total of four shingle tabs had irregular tears along the bottom edges of the exposure. Further observations follow:
 - Two tabs were present on the south-facing slope and two on the north-facing slope.
 - The dull grey exposed fiberglass mat at the tear line indicated the condition was older.
 - The damage was located in the field of the roof slopes away from the eaves.
 - The tears were not consistent with damages attributable to wind forces.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #10 – "B" Units 2411-2418

Exterior Inspection:

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- An area of replacement gutter guards was present within the south gutter. The south gutter was pulled out from the roof. The presence of replacement gutter guards indicated long-term issues with clogged gutters. The dull exposed fascia board indicated the condition was older.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Building #11 – "C" Units 2421-2128*Exterior Inspection:*

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The ~12" wide soffits around the perimeter and the soffits within the breezeway were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~10 LF at the east elevation
 - ~6 LF at the west elevation
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impact.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The two (2) ~18" turbine vents and six (6) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.

- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Office

Exterior Inspection:

- The exteriors were clad with brick masonry and the breezeway was clad with ~7" wide Hardie-board.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. Drip edge was present at the eaves. No starter strip/form of securement was present along the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The one (1) slant-back box vents contained small dents (~1/4" in diameter) consistent with hailstone impacts. Spatter marks were present in the dents.
- One partial shingle tab on the south-facing slope was missing. The dull color and lack of adhesive transfer indicated the partial shingle tab was missing for an extended period of time and likely never fully bonded.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impact.

Damage Summary: Table 2 below summarizes the damages observed.

Table 2 – South Ellington Parkway Damage Summary

EES Building ID	Building ID & Unit #'s	Faces	Exterior Damage ^{1,2}	Hail Damage to Shingles (Bruises/100 sq. ft.)	Roof Metals ³	Wind Damage – Old Damage ²	Wind Damage – Newer Damage ²	Other ^{1,2}
1	H - 2467-2478	South	0	0	2 - TV 6 - SBBV	S - 2	0	Sporadic Loose Soffits
2	G - 2455-2468	North	E - 5 LF Soff N - 2 LF Soff	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits
3	I - 2483-2494	South	0	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits
4	K - 2567-2578	North	E - 10 LF Soff	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits
5	J - 2495-2566	North	N - 1 missing shutter	0	2 - TV 6 - SBBV	N - 4	0	Sporadic Loose Soffits, ~1/2" Spatter on W Ext
6	F - 2445-2454	South	N - 15 LF Soff N - 15 LF Gut Missing W - 12 LF Soff	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits
7	E - 2437-2444	South	E - 6 LF Soff W - 6 LF Soff E - 6 LF Fascia S - 17 LF Soff N - 10 LF Soff Breezeway	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits 24 LF Missing Gutter Guards in South Gut
8	D - 2429-2434	North	E - 12 LF Soff	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits, 1 Missing TV
9	A - 2401-2402	North	0	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits, Four (4) mechanical damages to tabs (S-2, N-2)
10	B - 2411-2418	North	0	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits, Replacement Gutter Guards & Gutter Pullout in S Gut
11	C - 2421-2128	West	E - 10 LF Soff W - 6 LF Soff	0	2 - TV 6 - SBBV	0	0	Sporadic Loose Soffits
Office		South	0	0	1 - SBBV	S - 1/2 Tab		

1 - Exterior features include gutters (G), ~12" wide soffit (Soffit)
 2 - North (N), South (S), East (E), West (W), Exterior (Ext)
 3 - Standard Slant-Back Box Vent (SBBV), ~18" Diameter Turbine Vent (TV)

Discussions: Discussions pertaining to EES' observations and conclusions are provided below.

WEATHER DATA

NWS Wind Data: Wind data was researched from the National Weather Service (NWS) Nashville Weather Station (the closest reporting stations to the subject property) for December 2021. Results are provided below.

- **NWS Nashville December 2021:** The maximum two-minute wind and the highest peak gust wind speeds reported in December 2021 ranged up to 47 MPH and 74 MPH, respectively, on December 11, 2021. The winds on this date arrived primarily from the south.

The reported peak gust wind speeds from the NWS at the Nashville Weather Station in December 2021 did not exceed 90 MPH, the resistance threshold prescribed under Tennessee building codes since ~2000. Further, the reported two-minute wind speeds did not exceed 70 MPH, the threshold prescribed in Tennessee building codes prior to 2000.

NWS Tornado Data: EES researched several tornado events on the NWS' website. Results follow.

- **December 10-11, 2021:** An EF-0 tornado passed through northwest Tennessee and southwest Kentucky. The tornado passed south of the subject property (<https://www.weather.gov/pah/December-10th-11th-2021-Tornado>).

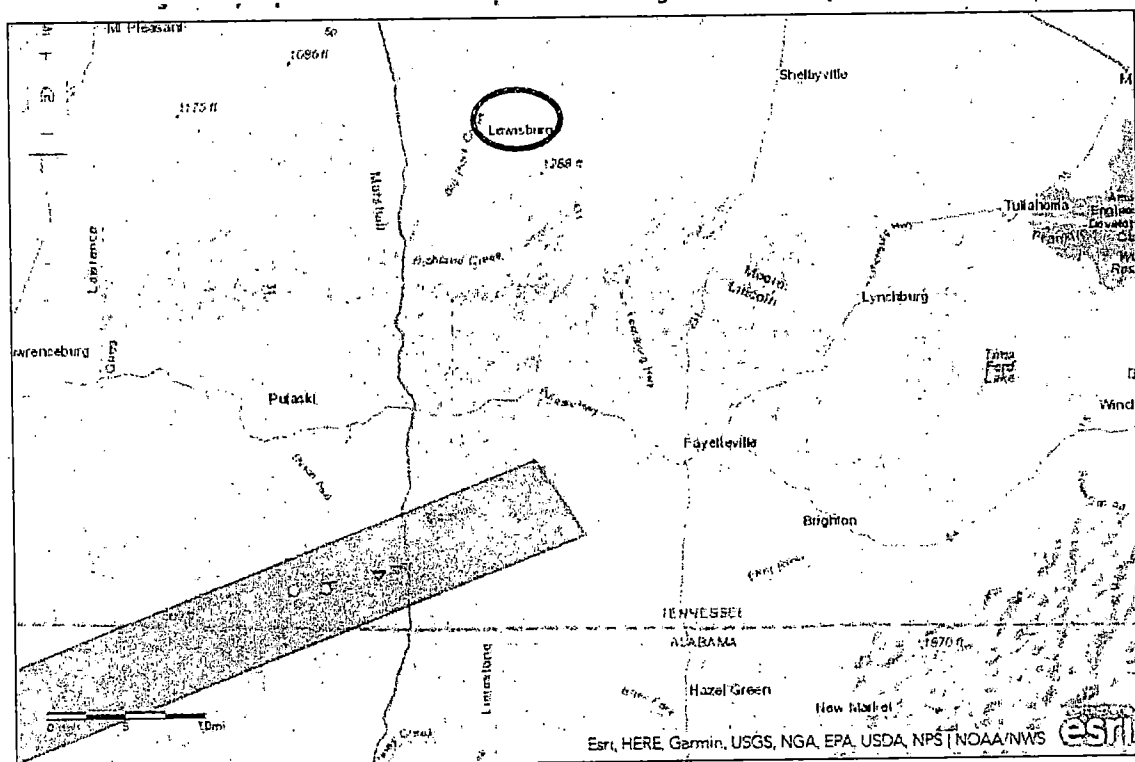


Figure 8 – NWS Tornado Path – December 10 and 11, 2021

CoreLogic™ Hail Verification Report: A Hail Verification Report™ from CoreLogic Spatial Solutions, LLC was provided to EES and reviewed for the subject property. The address-specific report gives a history of hail-fall activity at the location and within 1, 3, and 10 miles from January 1, 2009 through June 22, 2022. It accomplishes this with the use of their HailScope™ "verification algorithm" which assesses hail equal to or greater than 3/4" falling within a 10-mile radius of the address and produces a report of the dates and sizes of the hail. The Hail Verification Report™ is reproduced below as Figure 9.



CoreLogic

Weather Verification Services

Hail Verification Report

Claim or Reference #	22-388-BJH
Insured/Property Owner	State Auto-Volunteer Mgmt (South Ellington)-Hail/Wind
Address	1230 S Ellington Pkwy Lewisburg, TN 37091
Coordinates	Latitude 35.429147, Longitude -86.796807
Date Range	Jan 01, 2009 to Jun 22, 2022
Report Generated	June 23rd, 2022 at 17:14:53 UTC

Storm Events

Date	At Location	Estimated Maximum Hail Size		
		Within 1 mi / 1.61 km	Within 3 mi / 4.83 km	Within 10 mi / 16.09 km
Jun 12, 2021	—	0.75 in / 1.91 cm	0.9 in / 2.29 cm	1 in / 2.54 cm
Apr 24, 2021	—	—	0.75 in / 1.91 cm	0.9 in / 2.29 cm
Mar 21, 2017	0.9 in / 2.29 cm	1.3 in / 3.3 cm	1.8 in / 4.57 cm	1.8 in / 4.57 cm
Mar 9, 2017	—	0.75 in / 1.91 cm	0.9 in / 2.29 cm	1 in / 2.54 cm
Mar 31, 2012	1.4 in / 3.56 cm	1.6 in / 4.06 cm	1.6 in / 4.06 cm	1.6 in / 4.06 cm
Mar 2, 2012	1 in / 2.54 cm	1 in / 2.54 cm	1.2 in / 3.05 cm	1.5 in / 3.81 cm
Jun 18, 2011	—	0.8 in / 2.03 cm	1 in / 2.54 cm	1 in / 2.54 cm
Apr 10, 2009	0.9 in / 2.29 cm	0.9 in / 2.29 cm	1 in / 2.54 cm	1.4 in / 3.56 cm

Figure 9: CoreLogic Hail Verification Report for the Subject Property

Review of the information in the figure above indicated that 0.75" diameter hail fell within one mile of the subject property on June 12, 2021. Reported storms at the subject property included March 21, 2017 (0.9"), March 31, 2012 (1.4"), March 2, 2012 (1.0") and April 10, 2009 (0.9").

Note, hail sizes less than 0.75" in diameter may have fallen at the subject property on other dates not listed.

Determining Hail Size: The size (diameter) of the hail which likely fell on the subject property was approximated by inspection of the metal surfaces and measurements of the impact marks which appeared consistent with hail-strikes. For hailstones measuring up to 2" in diameter, the hailstone size typically ranges from 1-1/2 to 2-1/2 times the diameter of the inner dent created upon impact with the most common metal surfaces on average (Petty 2013). The inner dents of the impact marks observed on the metal surfaces measured up to ~1/4" in diameter indicating the hailstones may have ranged conservatively from ~3/8" to ~5/8" in diameter. Taking into account the average multiplier and the maximum inner dent diameter, the hail that struck the property likely was ~1/2" in diameter.

Hail-Spatter Marks: When hailstones strike metal surfaces, they leave behind a spatter mark in the oxidation layer. It typically takes one to two years for the surface to re-oxidize and cover the mark. Thus, when dents consistent with hailstone impacts are found on metal surfaces without spatter marks this is an indicator that the dents were caused by an older hailstorm event.

The dents to the subject metal surfaces (roof vents) contained spatter marks which indicated they were relatively fresh. Also, spatter marks were present to the exteriors; however, no dents were at the spatter locations.

Wind Effects to Asphalt Shingles: Wind traveling over and around a pitched roof surface creates both positive and negative (i.e., suction/uplift) pressures on the roofing material. Wind-related damages to asphalt shingles on a pitched roof typically occur as a result of high suction/uplift pressures and the localized effects on the individual shingles as air flows over its surface. Further, these higher suction/uplift pressures occur along the lower eaves, rakes, valleys, and/or ridges of the roof surface. Hence, wind-related damages normally first appear in these locations, especially if the shingles are aged/weathered, poorly installed, and/or poorly bonded (i.e., un-adhered). Wind damage to asphalt shingles is typically identified as lifted shingles, cracking in the shingle mat (i.e., creases), torn/missing shingles/tabs, and, in severe cases, sections of shingles displaced from the roof surface.

The roof surfaces contained damage consistent with wind forces. A summary of the damage locations was provided within the observations and damage summary section of this report. It should be noted, the damage appeared to be relatively older.

Wind Effects to Exterior Claddings: As mentioned, wind traveling over and around a structure creates both positive and negative (i.e., suction/uplift) pressures on the exterior surfaces. Therefore, all exterior claddings must be properly secured in order to prevent damages. Tennessee requires exterior components to withstand 90 MPH wind speeds. When damage to exterior claddings occurs with wind speeds well below design wind speeds, other factors are typically the reason.

The soffits around the perimeter and breezeways on the subject buildings were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. Additionally, the condition was present on all cardinal direction elevations. Close observations of the channels to which the components were fastened indicated a lack of proper securement to the substrates which rendered the soffits susceptible to below design wind speeds and/or gravitational forces.

For further review, the 2007 Vinyl Siding Institute (VSI) Installation Manual was reviewed for pertinent information regarding installation of soffits. Figure 10 below shows general steps to secure the soffit sections to the structure.

3. Insert the panel into the channel on the wall, then into the channel at the fascia board (Fig. 68).

- It might be necessary to flex the panel slightly to insert it into the second channel.
- Make certain the panel is perpendicular to the wall, then nail. Depending on the installation method being used, nails will be hammered either into a nailing strip or a fascia board.
- When using a nailing strip, do not nail tightly—allow movement for expansion. Continue the installation by locking and nailing the panels. Make certain the panels are fully locked along their entire length.

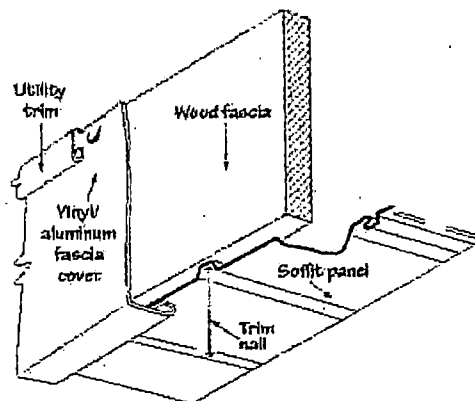


Figure 68.

NOTE: When nailing to the fascia board, use trim nails. Drive the nail through the nail flange and "V"-shaped groove within the soffit panel (Fig. 68). This is one of the rare instances that face-nailing is permissible. Once a soffit panel is face-nailed, it will expand only in one direction, in this case, toward the receiving channel. Be sure to leave space for the full expansion allowance in the receiving channel.

4. To turn a corner, measure from the channel at the wall corner to the channel at the corner of the fascia board (Fig. 69). Subtract 1/4" (6.4mm) for expansion. Cut and install soffit double channel lineal or back-to-back J-channel. If necessary, install nailing strips to provide backing for the lineal. Miter cut the corner soffit panels and install as described in Step 3.

5. To complete the installation, apply the utility trim and fasten the aluminum fascia cap or formed aluminum roll-stock with painted

Figure 10: VSI Detail Regarding Soffit Panel Securement

Mechanical Damage and Delamination: Damage that results from mechanical manipulation may cause delamination of the adhesive strip from the asphalt surfaces. Delamination is apparent when portions of the granular base or asphalt mat of the adjoining shingles are torn from either shingle and are attached to the sealant strip. Delamination of the sealant strip implies that the adhesive bonds were stronger than those between the granules and its asphalt shingle adhesive bonds, much like a weld is stronger than the adjoining metals. This type of failure rarely occurs unless encouraged mechanically (Stephen E. Petty, Forensic Engineering: Damage Assessments for Residential and Commercial Structures, 2013).

Evidence of mechanical damage was observed to a few shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.

Conclusions: Based on the information gained during the inspection; review of weather data, building codes, and information from industry literature; and our professional experience, EES has arrived at the following conclusions:

- The soffits were ultimately rendered susceptible to displacement as a result of inadequate securement. The damage likely occurred over an extended period of time.
- The roof surfaces contained minor areas of damages attributable to wind forces. Based on inspection observations, the damage appeared to be older and occurred over multiple storm events. Specific damage was provided within the observations and damage summary sections of the report.
- Evidence of mechanical damage was observed to a few shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.
- The hail that impacted the property was ~1/2" in diameter. The components which were affected by hail impacts are provided in the observations section of this report.
- A review of weather data indicated hail of similar magnitude was present within the area of the subject property on June 12, 2021. The damage was likely attributed to the June 12, 2021 or earlier hail event. Note, hail below 3/4" diameter is not reported.

1520 GLENN AVENUE, LEWISBURG, TN 37091

Background Information: The following information was obtained during a walkthrough of the exterior and roof surfaces on Building 1 with Mr. William Griffin, a Public Adjuster (PA) representing the insured:

- The roofs were believed to be 20 years old or older.
- Large exterior damage was reported to the complex after high winds in December 2021.
- During a joint inspection of the roof covering on Building 1, Mr. Griffin was observing a shingle tab on the east-facing slope within the field of the roof slope. It appeared Mr. Griffin was manipulating the shingle in order to observe underneath the shingle. Mr. Griffin stated the dirt beneath the shingle was wind damage. The shingle tab contained a diagonal crease from the side of the tab that was fresh in appearance and occurred when Mr. Griffin lifted the shingle, delamination of the sealant strip, and still had tacky adhesive present. The shingle tab was clear of damage consistent with wind forces.



Figures 11 through 14 – Joint Inspection Photos THIS IS LIBEL

- Mr. Griffin did not inspect any other roofs with EES.

Building Information: The complex consisted of eleven apartment buildings and an office building. The exteriors of the buildings were clad with painted wood panels. The roof surfaces were covered with three-tab asphalt shingles. A layout of the apartment complex is shown in Figure 15:

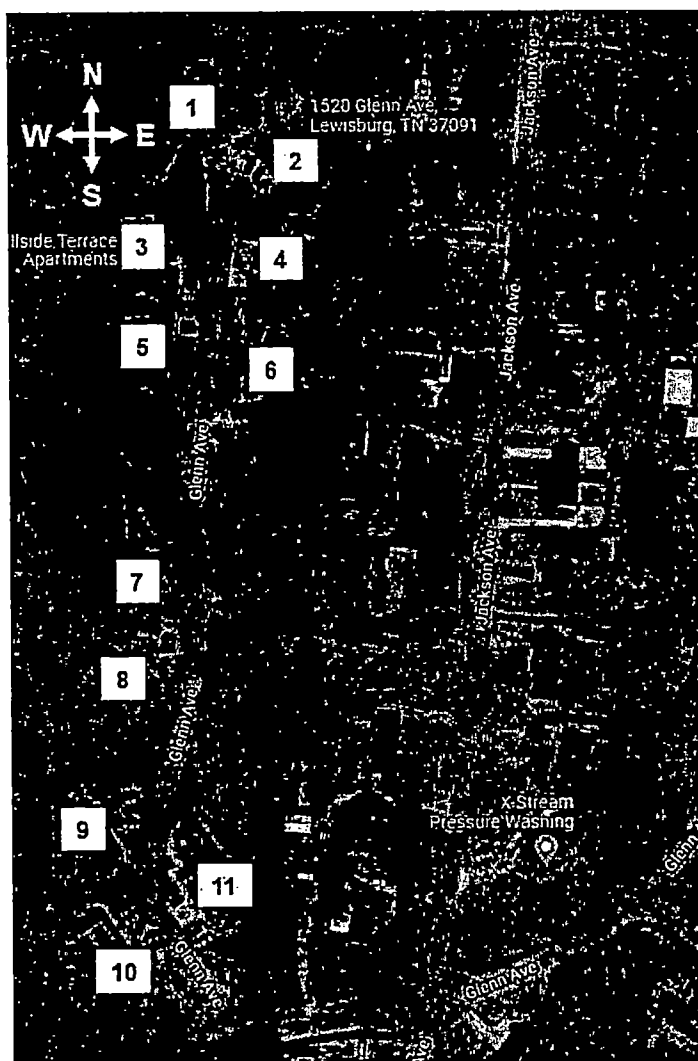


Figure 15: Complex Layout

EES Inspection Observations: Observations made during the inspection of the exterior and roof surfaces of the buildings are summarized below; a summary of damages is provided in Table 3; photographs are provided in Appendix D.

Building #1 – “E” Units 1-4

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~4 LF at the east elevation
 - ~5 LF at the west elevation

- A section of the gutter was sagged along the east exterior. The heavy debris buildup and drip-patterned stains indicated the issues were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- Eight (8) creased shingle tabs were present along the west eave and two (2) creased shingle tabs were present along the east eave. The varied weathered condition of the crease lines indicated the damages were older and progressive. Note, no form of securement was present along the eaves to secure the initial course of shingles to the roof surfaces.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #2 – "D" Units 1-4

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- A section of the gutter along the northern ~24' was present along the west exterior. The fasteners securing the gutter/fascia board had pulled out of the ends of the rafter tails. Drip-patterned stains were present over the edge of the gutter consistent with inadequate drainage and probable debris buildup within this portion of the gutter. The damage was not consistent with wind forces.
- A section of the gutter was missing along the northern ~32' of the east exterior. Additionally, the northern ~20' of the soffit was missing below this area which likely collapsed with the gutter. Specific details follow:
 - The debris from the collapsed area was present on the ground surfaces below.
 - The fasteners for the gutter had pulled out of the fascia board, indicative of inadequate withholding.

- Prior fascia board repairs were present within the area indicative of historic issues.
 - A large tree overhang was present above the area of collapse. No signs of impact damage were present to the area.
- Two (2) downspouts along the north exterior (10 LF each) contained dents consistent with hailstone impacts measuring up to ~3/8" in diameter. No spatter marks were observed at the dent locations.
- The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- Some sporadic sections of missing gutter guards were apparent along the eaves. Additionally, the gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #3 – "F" Units 1-2

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- Some paint repairs were apparent around the exterior.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- A section of the north gable vent cover was displaced. The nesting behind the displacement indicated it was older. No physical damage was present to the displaced vent cover section.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #4 – "C" Units 1-2*Exterior Inspection:*

- The exteriors were clad with painted wood siding and brick masonry veneer.
- Some paint repairs were apparent around the exterior.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #5 – “G” Units 1-2*Exterior Inspection:*

- The exteriors were clad with painted wood siding and brick masonry veneer.
 - The ~12” wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older. The more severe damage to the soffit included:
 - ~24 LF at the east elevation
- Of note, heavy rot was observed to the fascia board in the area of missing soffit. The fascia board also contained prior repairs, indicative of long-term and ongoing issues. The debris for the missing soffit was present along the north exterior.
- The northwest downspout (10 LF) contained dents consistent with hailstone impacts measuring up to ~3/8” in diameter.
 - The remaining exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5”.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2” in diameter. No spatter marks were observed at the dent locations.
- Four (4) creased shingle tabs were present along the east eave. The weathered condition of the crease lines indicated the damages were older. Note, no form of securement was present along the eaves to secure the initial course of shingles to the roof surfaces.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #6 – “B” Units 1-2*Exterior Inspection:*

- The exteriors were clad with painted wood siding and brick masonry veneer.

- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- A few sporadic irregular/odd creases were present on shingles on the east and west slopes. The shingle tabs were typically still well adhered. The creases were not consistent with wind forces.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #7 – "H" Units 1-2

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- A section of the gutter was missing along the eastern ~50' of the north exterior. Additionally, the northern ~30' of the soffit and fascia had collapsed and/or was missing in this area which likely collapsed with the gutter. Specific details follow:
 - The debris from the collapsed area was present on the ground surfaces below.
 - The fasteners for the gutter had pulled out of the fascia board, indicative of inadequate withholding.
 - The soffit framing was also sagged/collapsed, indicative of inadequate load paths.

- Debris buildup was present within the gutter indicative of probable overflow issues and ponded water within the gutters.
- The northeast downspout and southwest downspout (10 LF each) contained dents consistent with hailstone impacts measuring up to ~3/8" in diameter. No spatter marks were observed at the dent locations.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #8 – "I" Units 1-2

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- A section of the gutter was missing along the eastern ~22' of the north exterior. Additionally, the northern ~10' of the fascia and ~16' of the soffit had collapsed and/or was missing in this area which likely collapsed with the gutter. Specific details follow:
 - The debris from the collapsed area was present on the ground surfaces below.
 - The fasteners for the gutter and fascia board had pulled out of the rafter tails, indicative of inadequate withholding. The fascia board showed signs of long-term moisture contact.
 - Debris buildup was present within the gutter indicative of **probable overflow issues and ponded water within the gutters.**
 - The upper ~4 LF of the northeast downspout collapsed with the gutter.

- A window screen along the north was displaced, measuring ~30" x ~20".
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- A few sporadic irregular/odd creases were present on shingles on the north slope. The shingle tabs were typically still well adhered; though, in some instances, the shingles were partially unadhered and contained delamination. The creases were not consistent with wind forces.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #9 – "J" Units 1-4

Exterior Inspection:

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- A section of the gutter was heavily sagged along the central west exterior, measuring ~20 LF. The heavily deteriorated condition of the fascia and construction indicated long-term issues. Heavy debris buildup was present within the gutters.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #10 – "K" Units 1-4*Exterior Inspection:*

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12" wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5".
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2" in diameter. No spatter marks were observed at the dent locations.
- A few sporadic shingles contained irregular/odd creases. The shingles were typically still well adhered. The creases were not consistent with wind forces.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Building #11 – “A” Units 1-4*Exterior Inspection:*

- The exteriors were clad with painted wood siding and brick masonry veneer.
- The ~12” wide soffits around the perimeter were sporadically hanging/sagging/drooping/missing of varied severity throughout the perimeters. There was a severe lack of fasteners along the channels to which the soffits were secured. Some of the dull exposed surfaces indicated the conditions were older.
- The exterior components were clear of damage attributable to wind forces and/or hailstone impacts.

Roof Inspection:

- The roof surfaces were covered with a single layer of three-tab asphalt shingles over felt underlayment. No drip edge or starter strip/form of securement were present at the eaves. The roof pitch measured ~4:12. The shingle exposure averaged ~5”.
- Representative roof areas for each facing slope were inspected and found to be clear of damage attributable to hailstone impacts.
- The gutter guards contained dents consistent with hailstone impacts measuring up to ~1/2” in diameter. No spatter marks were observed at the dent locations.
- Five (5) creased shingles tabs were observed along the west eave. The weathered condition of the crease lines indicated they were older. Note, no form of securement was present along the eaves to secure the initial course of shingles to the roof surfaces.
- Three (3) shingles along the north rake of the east slope contained older-in-appearance impact damage.
- The roof appurtenances were clear of damage attributable to wind forces and/or hailstone impacts.
- The remaining roof surfaces were clear of damage attributable to wind forces and/or hailstone impacts.

Damage Summary: Table 3 below summarizes the damages observed.

Table 3 – Glenn Avenue Parkway Damage Summary

EES Building ID	Building ID & Unit #'s	Faces	Exterior Damage ^{1,2}	Hail Damage to Shingles (Bruises/100 sq. ft.)	Roof Metals	Wind Damage – Old Damage ²	Wind Damage – Newer Damage ²	Other ^{1,2}
1	E - 1-4	East	W - Downed Soff E - Downed Soff N- 20 LF of DS	0	None	W - 8 creased at eave E - 2 creased at eave	0	E Slope - 1 mechanically creased shingle by PA Sporadic Loose Soffits Clogged/Hanging Gutters
2	D - 1-4	West	E -32 LF Missing Gut E-20 LF of Soff	0	E, W - GG	0	0	
3	F - 1-2	East	0	0	E, W - GG	0	0	E Ext - Fresh paint
4	C - 1-2	West	0	0	E, W - GG	0	0	
5	G - 1-2	East	E - 24 LF Downed Soff N- 10 LF of DS	0	E, W - GG	E - 4 creased at eave	0	E,W slopes - Clogged Gutters N Ext - Stored Soffit Material
6	B 1-2	West	0	0	E, W - GG	0	0	S Ext - Loose fascia E slope - Odd diagonal creases at raked W slope - Odd diagonal creases
7	H 1-2	South	N - 30 LF Collapsed Gut, Fascia, Soff E - 10 LF of DS W - 10 LF of DS	0	S, N - GG		0	
8	I 1-2	North	N - 22' Collapsed Gutter N - 16' Collapsed Soff N - DS Down - 4 LF N - 10 LF collapsed Fascia board N - 30" x 20" screen missing	0	S, N - GG		0	N slope - Odd corner creased shingles
9	J 1-4	East	0	0	E, W - GG	0	0	W Ext - Guts Pulling off at Soffit damage
10	K 1-4	East	0	0	E, W - GG	0	0	E Slope - 3 odd creased at N rake
11	A 1-4	West	0	0	E, W - GG	W - 5 creased at eave	0	

- 1 - Exterior features include gutters (Gut), ~12" wide soffit (Soff), downspout (DS)
- 2 - North (N), South (S), East (E), West (W), Exterior (Ext)
- 3 - Gutter Guards, (GG)

Discussions: Discussions pertaining to EES' observations and conclusions are provided below.

WEATHER DATA

NWS Wind Data: Wind data was researched from the National Weather Service (NWS) Nashville Weather Station (the closest reporting stations to the subject property) for December 2021. Results are provided below.

- **NWS Nashville December 2021:** The maximum two-minute wind and the highest peak gust wind speeds reported in December 2021 ranged up to 47 MPH and 74 MPH, respectively, on December 11, 2021. The winds on this date arrived primarily from the south.

The reported peak gust wind speeds from the NWS at the Nashville Weather Station in December 2021 did not exceed 90 MPH, the resistance threshold prescribed under Tennessee building codes since ~2000. Further, the reported two-minute wind speeds did not exceed 70 MPH, the threshold prescribed in Tennessee building codes prior to 2000.

NWS Tornado Data: EES researched several tornado events on the NWS' website. Results follow.

- **December 10-11, 2021:** An EF-0 tornado passed through northwest Tennessee and southwest Kentucky. The tornado passed south of the subject property (<https://www.weather.gov/pah/December-10th-11th-2021-Tornado>).

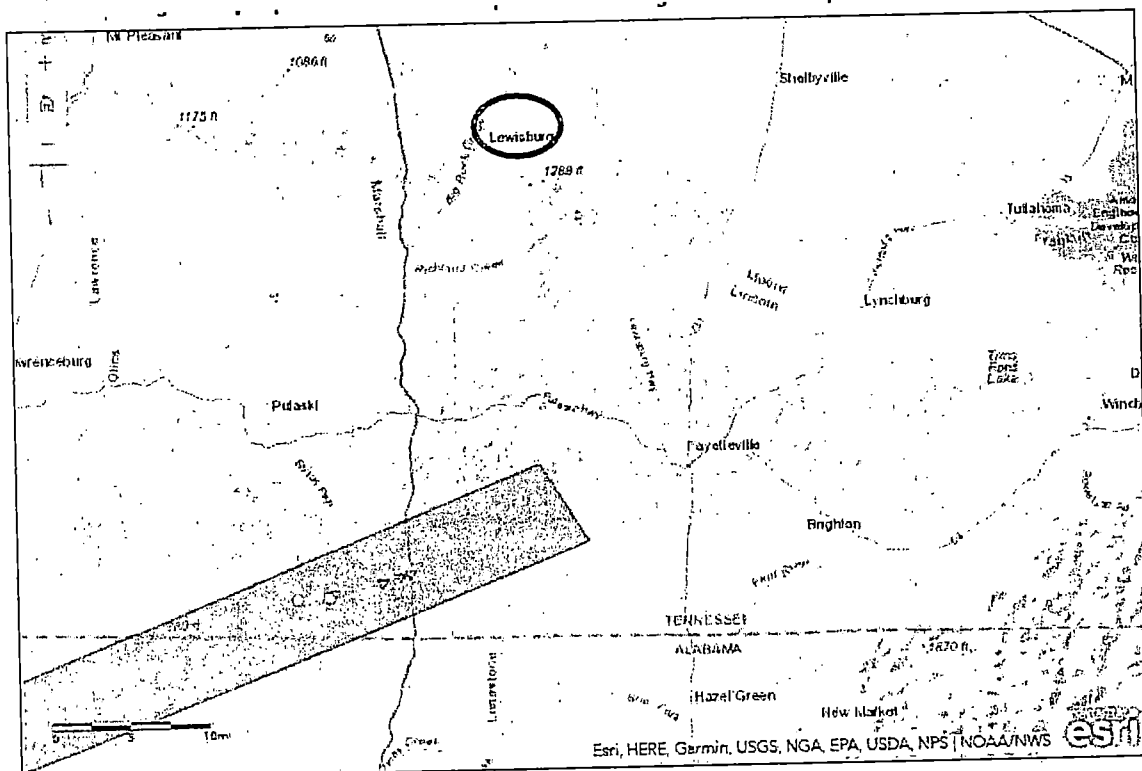


Figure 16 – NWS Tornado Path – December 10 and 11, 2021

CoreLogic™ Hail Verification Report: A Hail Verification Report™ from CoreLogic Spatial Solutions, LLC was provided to EES and reviewed for the subject property. The address-specific report gives a history of hail-fall activity at the location and within 1, 3, and 10 miles from January 1, 2009 through June 22, 2022. It accomplishes this with the use of their HailScope™ "verification algorithm" which assesses hail equal to or greater than 3/4" falling within a 10-mile radius of the address and produces a report of the dates and sizes of the hail. The Hail Verification Report™ is reproduced below as Figure 17.



CoreLogic

Weather Verification Services

Hail Verification Report

Claim or Reference #	22-388-BJH
Insured/Property Owner	State Auto-Volunteer Mgmt (Glenn)-Wind
Address	1520 Glenn Ave Lewisburg, TN 37091
Coordinates	Latitude 35.462428, Longitude -86.810913
Date Range	Jan 01, 2009 to Jun 22, 2022
Report Generated	June 23rd, 2022 at 17:17:30 UTC

Storm Events

Date	At Location	Estimated Maximum Hail Size		
		Within 1 mi / 1.61 km	Within 3 mi / 4.83 km	Within 10 mi / 16.09 km
Jun 12, 2021	—	—	0.9 in / 2.29 cm	1 in / 2.54 cm
Mar 21, 2017	1.5 in / 3.81 cm	1.8 in / 4.57 cm	1.8 in / 4.57 cm	1.8 in / 4.57 cm
Mar 9, 2017	—	—	0.75 in / 1.91 cm	1 in / 2.54 cm
Mar 31, 2012	—	1.2 in / 3.05 cm	1.6 in / 4.06 cm	1.6 in / 4.06 cm
Mar 2, 2012	0.8 in / 2.03 cm	0.8 in / 2.03 cm	1.1 in / 2.79 cm	1.5 in / 3.81 cm
Jun 18, 2011	—	0.75 in / 1.91 cm	0.8 in / 2.03 cm	1 in / 2.54 cm
Jan 21, 2010	—	—	0.8 in / 2.03 cm	0.9 in / 2.29 cm
Jun 17, 2009	—	—	0.75 in / 1.91 cm	0.75 in / 1.91 cm
Apr 10, 2009	0.9 in / 2.29 cm	1 in / 2.54 cm	1.3 in / 3.3 cm	1.4 in / 3.56 cm

Figure 17: CoreLogic Hail Verification Report for the Subject Property

Review of the information in the figure above indicated that 1.5" diameter hail fell on the subject property on March 21, 2017. Other reported storms at the subject property included March 2, 2012 (0.8") and April 10, 2009 (0.9").

According to the report, a large hail event occurred at the property on March 21, 2017. However, based on EES' inspection, it did not appear a storm of that caliber had damaged the components of the subject buildings. It cannot be ruled out that the roofs were replaced at some point between EES' inspection (June 2, 2022) and the March 21, 2017 event. At the writing of this report, the age of the shingles was unknown. Alternatively, the storm on March 21, 2017 may have been less than 1.5" and below the typical threshold for hail damage to shingles.

Note, hail sizes less than 0.75" in diameter may have fallen at the subject property on other dates not listed.

Determining Hail Size: The size (diameter) of the hail which likely fell on the subject property was approximated by inspection of the metal surfaces and measurements of the impact marks which appeared consistent with hail-strikes. For hailstones measuring up to 2" in diameter, the hailstone size typically ranges from 1-1/2 to 2-1/2 times the diameter of the inner dent created upon impact with the most common metal surfaces on average (Petty 2013). The inner dents of the impact marks observed on the metal surfaces measured up to ~1/2" in diameter indicating the hailstones may have ranged conservatively from ~3/4" to ~1-1/4" in diameter. Taking into account the average multiplier and the maximum inner dent diameter, the hail that struck the property likely was ~1" in diameter.

Hail-Spatter Marks: When hailstones strike metal surfaces, they leave behind a spatter mark in the oxidation layer. It typically takes one to two years for the surface to re-oxidize and cover the mark. Thus, when dents consistent with hailstone impacts are found on metal surfaces without spatter marks this is an indicator that the dents were caused by an older hailstorm event.

The dents to the subject downspouts and gutter guards did not contain spatter marks, which indicated the dents were from an older hailstorm.

Wind Effects to Asphalt Shingles: Wind traveling over and around a pitched roof surface creates both positive and negative (i.e., suction/uplift) pressures on the roofing material. Wind-related damages to asphalt shingles on a pitched roof typically occur as a result of high suction/uplift pressures and the localized effects on the individual shingles as air flows over its surface. Further, these higher suction/uplift pressures occur along the lower eaves, rakes, valleys, and/or ridges of the roof surface. Hence, wind-related damages normally first appear in these locations, especially if the shingles are aged/weathered, poorly installed, and/or poorly bonded (i.e., un-adhered). Wind damage to asphalt shingles is typically identified as lifted shingles, cracking in the shingle mat (i.e., creases), torn/missing shingles/tabs, and, in severe cases, sections of shingles displaced from the roof surface.

The roof surfaces contained damage consistent with wind forces. A summary of the damage locations was provided within the observations and damage summary section of this report. It should be noted, the damage appeared to be relatively older.

Wind Effects to Exterior Claddings: As mentioned, wind traveling over and around a structure creates both positive and negative (i.e., suction/uplift) pressures on the exterior surfaces. Therefore, all exterior claddings must be properly secured in order to prevent damages. Tennessee requires exterior components to withstand 90 MPH wind speeds. When damage to exterior claddings occurs with wind speeds well below design wind speeds, other factors are typically the reason.

The soffits around the perimeter of the subject buildings were sporadically hanging/sagging/drooping of varied severity throughout the perimeters. Additionally, the condition was present on all cardinal direction elevations. Close observations of the channels to which the components were fastened indicated a lack of proper securement to the substrates which rendered the soffits susceptible to below design wind speeds and/or gravitational forces.

For further review, the 2007 Vinyl Siding Institute (VSI) Installation Manual was reviewed for pertinent information regarding installation of soffits. Figure 18 below shows general steps to secure the soffit sections to the structure.

3. Insert the panel into the channel on the wall, then into the channel at the fascia board (Fig. 68).

- It might be necessary to flex the panel slightly to insert it into the second channel.
- Make certain the panel is perpendicular to the wall, then nail. Depending on the installation method being used, nails will be hammered either into a nailing strip or a fascia board.
- When using a nailing strip, do not nail tightly—allow movement for expansion. Continue the installation by locking and nailing the panels. Make certain the panels are fully locked along their entire length.

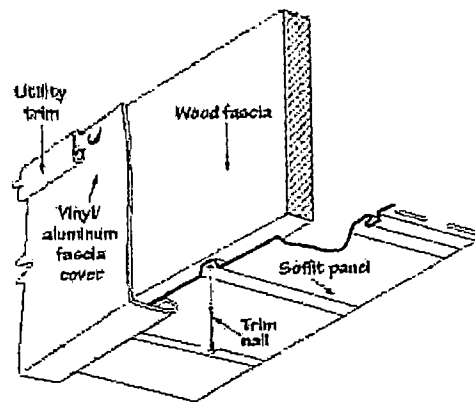


Figure 68.

4. To turn a corner, measure from the channel at the wall corner to the channel at the corner of the fascia board (Fig. 69). Subtract 1/4" (6.4mm) for expansion. Cut and install soffit double channel lineal or back-to-back J-channel. If necessary, install nailing strips to provide backing for the lineal. Miter cut the corner soffit panels and install as described in Step 3.

5. To complete the installation, apply the utility trim and fasten the aluminum fascia cap or formed aluminum coil stock with nailing.

NOTE: When nailing to the fascia board, use trim nails. Drive the nail through the nail flange and "V"-shaped groove within the soffit panel (Fig. 6B). This is one of the rare instances that face-nailing is permissible. Once a soffit panel is face-nailed, it will expand only in one direction, in this case, toward the receiving channel. Be sure to leave space for the full expansion allowance in the receiving channel.

Figure 18: VSI Detail Regarding Soffit Panel Securement

Mechanical Damage and Delamination: Damage that results from mechanical manipulation may cause delamination of the adhesive strip from the asphalt surfaces. Delamination is apparent when portions of the granular base or asphalt mat of the adjoining shingles are torn from either shingle and are attached to the sealant strip. Delamination of the sealant strip implies that the adhesive bonds were stronger than those between the granules and its asphalt shingle adhesive bonds, much like a weld is stronger than the adjoining metals. **This type of failure rarely occurs unless encouraged mechanically** (Stephen E. Petty, Forensic Engineering: Damage Assessments for Residential and Commercial Structures, 2013).

Evidence of mechanical damage was observed to a few shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.

Shingle Installation: The Asphalt Roofing Manufacturer's Association (ARMA) Residential Roof Manual was referenced for industry best practices of installing shingles along the roof eaves. Figure 19 below provides a detail from the manual.

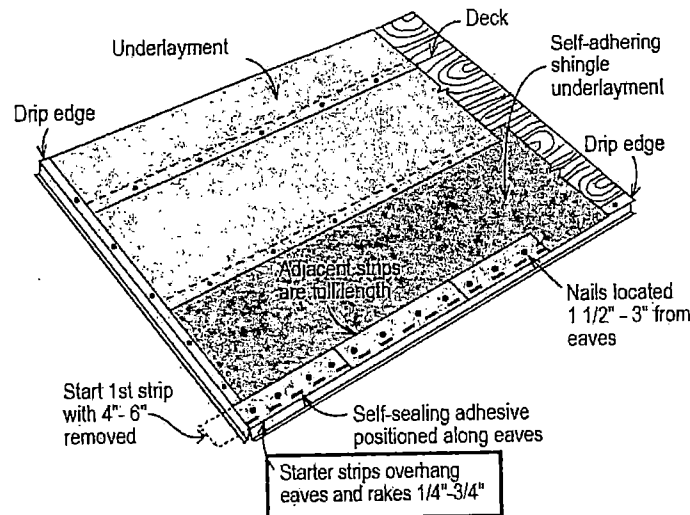


Figure 19 – ARMA Shingle Installation

The subject buildings had shingles installed with up to ~1-1/2" hanging into the gutter. This rendered the shingles susceptible to improper bonding. Improperly bonded shingles can be susceptible to wind damage at below design wind speeds. During EES' inspection, many shingles contained damage as a result of improper installation along the eaves.

Conclusions: Based on the information gained during the inspection; review of weather data, building codes, and information from industry literature; and our professional experience, EES has arrived at the following conclusions:

- The displaced and/or collapsed soffits and gutters along the exterior of the subject buildings were ultimately rendered susceptible to displacement as a result of a combination of inadequate securement/poor installation and long-term effects of gravitational forces. While it cannot be ruled out that wind may have affected the poorly installed components, it was not the main source of the failure. Further, the displacement of the soffits and gutters likely occurred over an extended period of time (i.e., years).

- The roof surfaces contained minor areas of damages attributable to wind forces. Based on inspection observations, the damage appeared to be older and likely occurred over multiple storm events. Specific damage was provided within the observations and damage summary sections of the report.
- Evidence of mechanical damage was observed to a few shingle tabs on the roof slopes. A summary of the damage locations was provided within the observations and damage summary section of this report.
- The hail that impacted the property was ~1" in diameter. The components which were affected by hail impacts are provided in the observations section and damage summary of this report.
- A review of weather data indicated the dents within the soft metal surfaces likely occurred from the March 21, 2017, or earlier, hailstorm.

CLOSING: EES has prepared this report for your use in accordance with generally accepted inspection practices. The conclusions reached were determined within a reasonable degree of engineering certainty. The information obtained in this report is site-, date- and time-specific and pertains to this project only, during the date and time of our inspection. The conclusions provided in this report were based only on visual observations. No destructive testing or collection and analysis of any materials was completed as part of this work. Thus, the conclusions reached were limited by the extent of the work completed. Any conclusion or recommendations provided should not be considered to constitute a repair estimate or specification. Should additional information be discovered, EES reserves the right to revise this report.

Although this report was prepared for the exclusive use of State Auto Insurance, any lending institution, third party, or entity expressly designated by the Client may rely upon it, provided that EES is informed in writing. The use of the report is subject to the limitations and exceptions set forth in this report. EES will not distribute or publish this report without the Client's written consent, except as required by law or a court order.

The liability of EES with regard to professional error and omissions cannot be in excess of the fee charged for this project. Prior to the identification of any EES Group staff as a testifying expert, EES shall be notified in writing, or by the execution of an expert witness consulting agreement.

The opinions expressed in this report are based on EES' experience and available information. This inspection evaluated the conditions that existed at the time of the investigation of the subject property and does not warrant against future alteration of conditions at the subject site or subsequent changes in regulations.

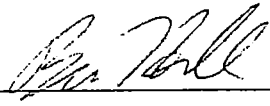
the conclusions reached were determined within a reasonable degree of engineering certainty.
THERE IS NO ENGINEERING STAMP ON THE REPORT.


It is not site specific.

-specific and pertains to this project only, during the date and time of our inspection. The conclusions provided in this report were based only on visual observations. No destructive testing or collection and analysis of any materials was completed as part of this work

EES appreciates the opportunity to provide these professional services for State Auto Insurance. If you have any questions, or need further information regarding our findings or conclusions, please feel free to contact our office at (614) 798-4123. Please refer to the EES project number (22-388-BJH) in all future inquiries.

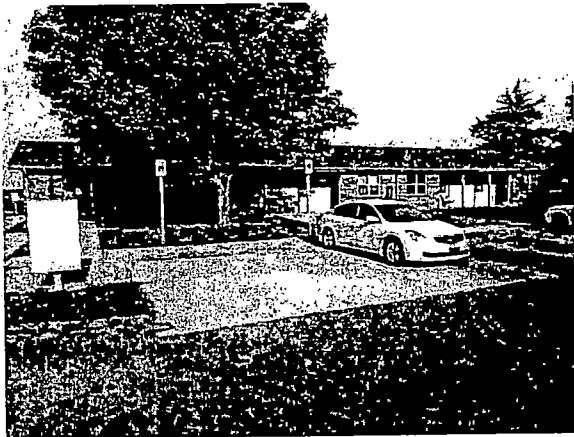
Best regards,



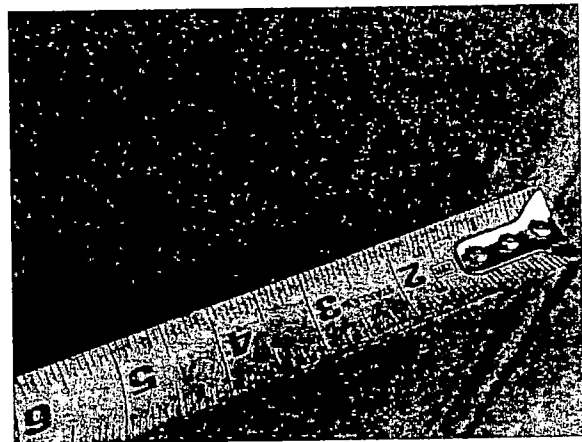
Benjamin J. Hall, P.E.
Noah P. Monhemius, P.E. (KY), RRC,
Project Engineer

APPENDIX A

Photographs for 73 Hobbs Street, Arlington, KY 42021



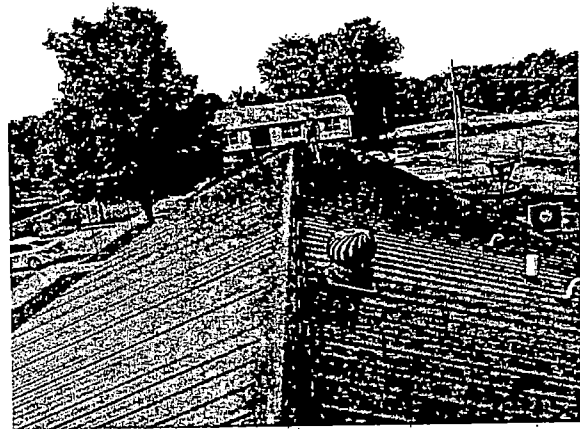
Building 1 – Front of Building – East Exterior



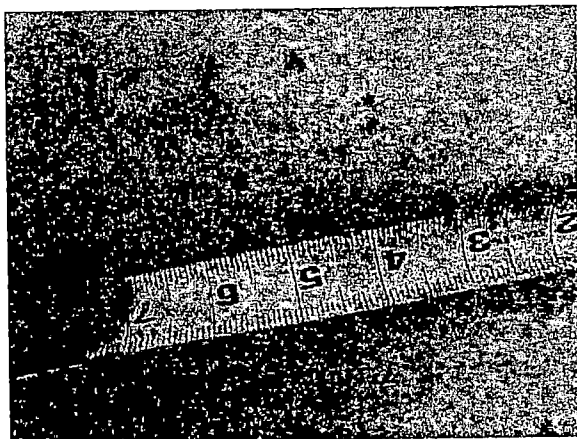
Building 1 – West Exterior – Spatter to Door



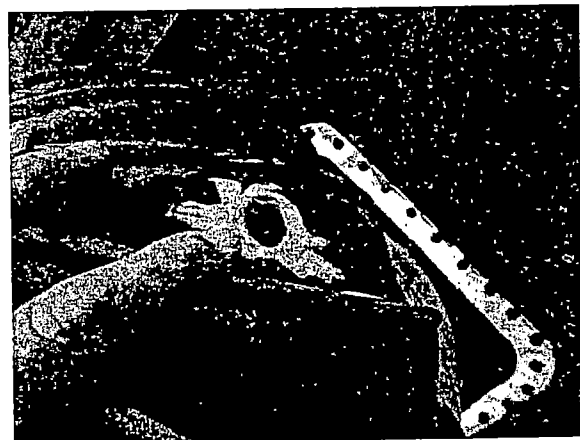
Building 1 – West Exterior – Dents to Downspout



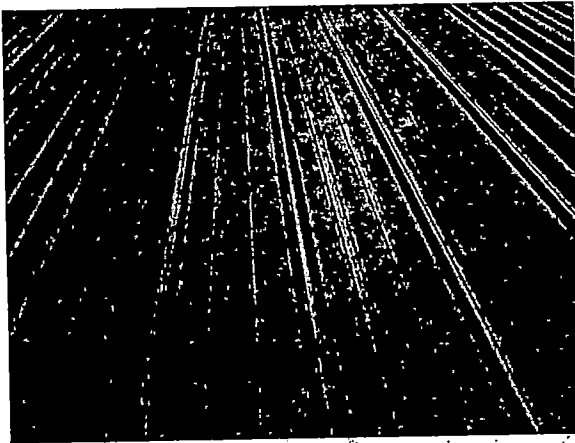
Building 1 – Roof – Overview



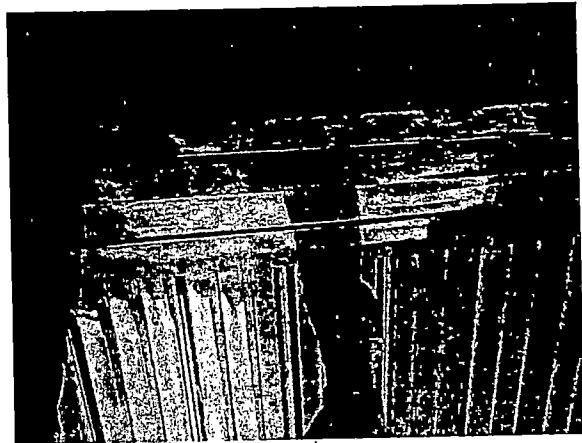
Building 1 – West Exterior – Spatter to Electric Meter



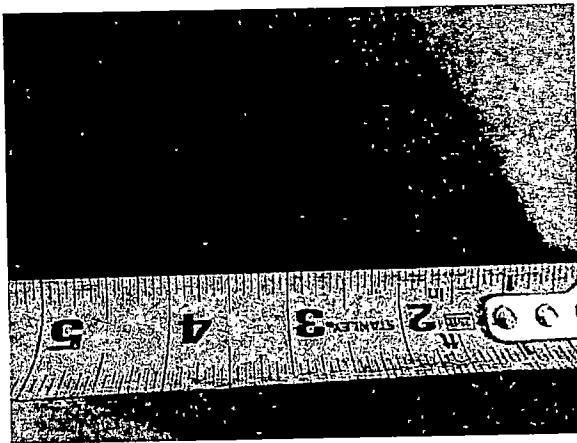
Building 1 – Roof – Dents to Turbine Vent



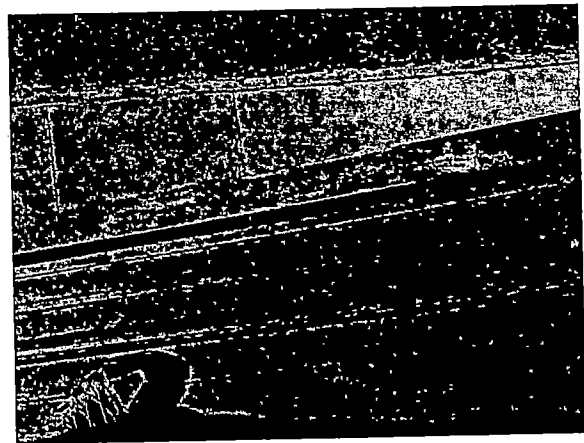
Building 1 – Roof – Spatter on West Slope



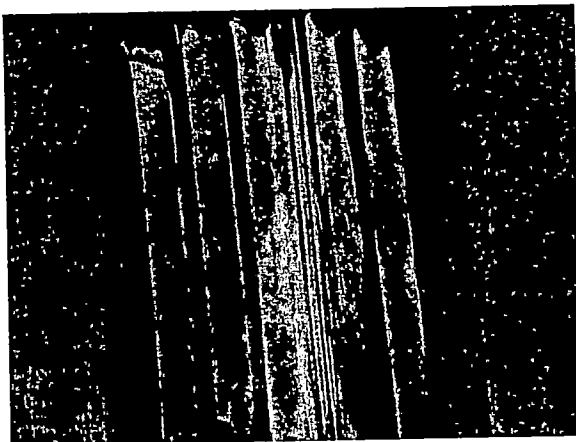
Building 1 – Roof – Ridge Caps Clear of Damages



Building 1 – Roof – Spatter on West Slope



Building 1 – Roof – Edge Metals Clear of Damages



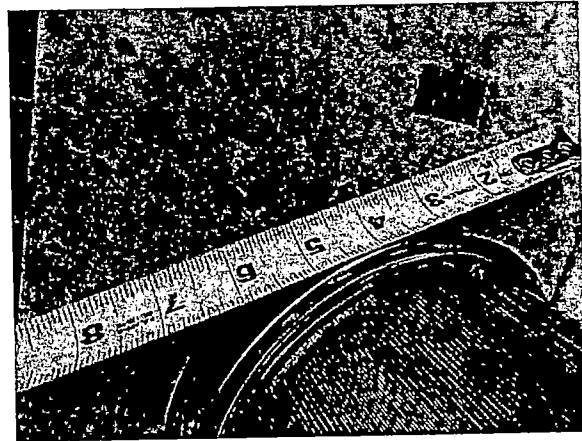
Building 1 – Roof – Metal Panels Clear of Damages



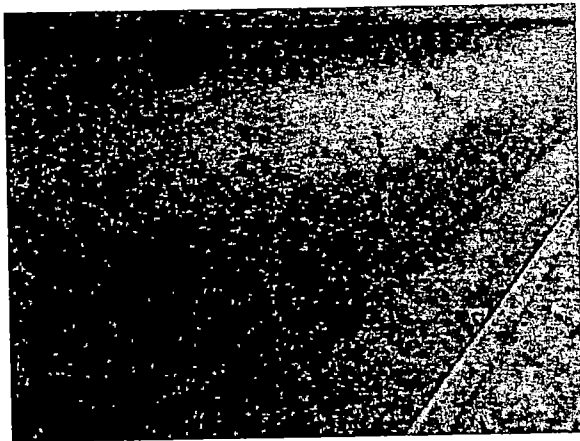
Building 1 – Roof – No Damages



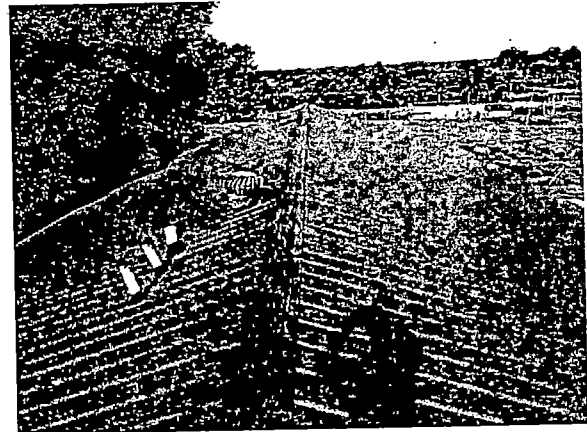
Building 2 – North Exterior – Front of Building



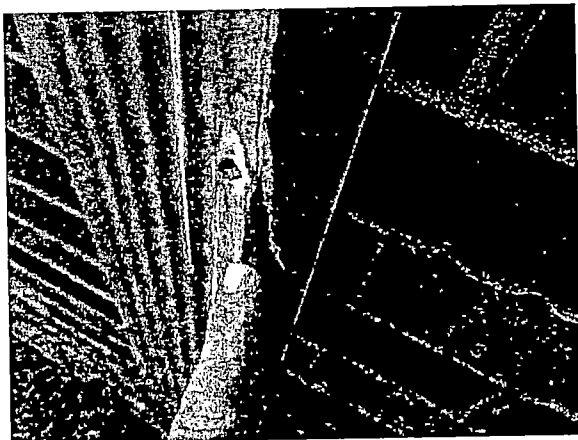
Building 2 – North Exterior – Spatter to Electric Meters



Building 2 – North Exterior – Spatter on Siding



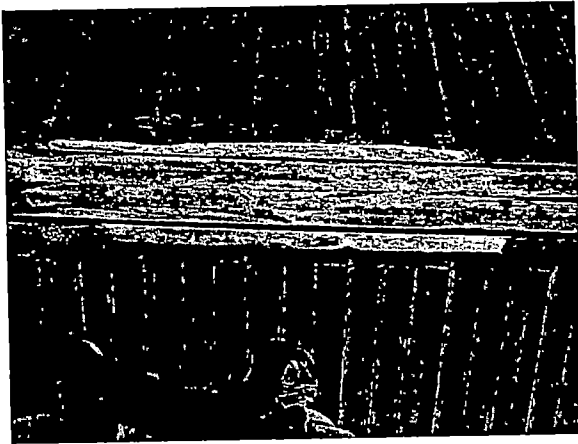
Building 2 – Roof – Overview



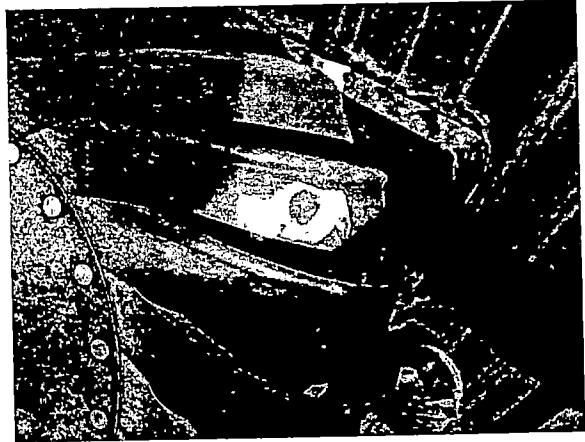
Building 2 – Exterior – Dents to Downspouts



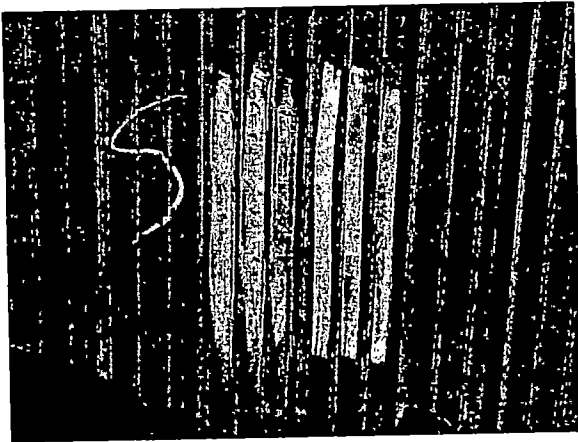
Building 2 – Roof – Spatter, No Damage



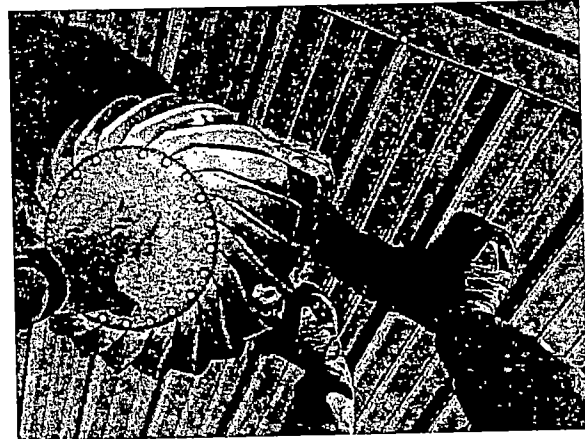
Building 2 – Roof – No Damages



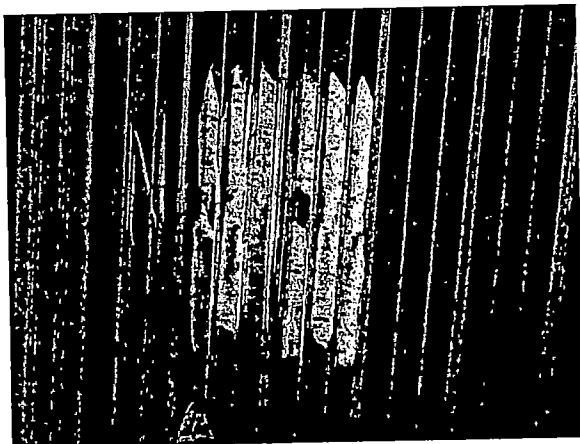
Building 2 – Roof – Dents to Turbine Vents



Building 2 – Roof – No Damages



Building 2 – Roof – Dents to Turbine Vents



Building 2 – Roof – No Damages



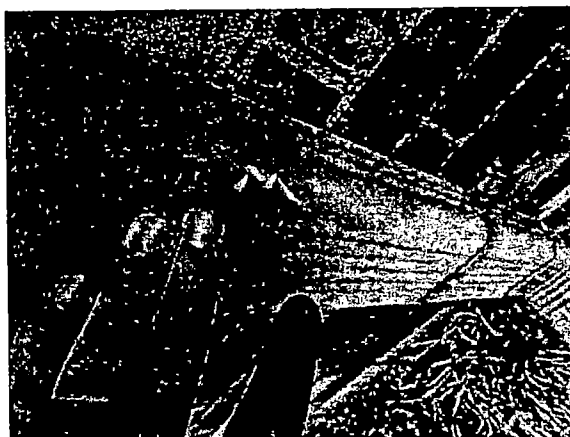
Building 2 – Roof – Gutters No Damages

APPENDIX B

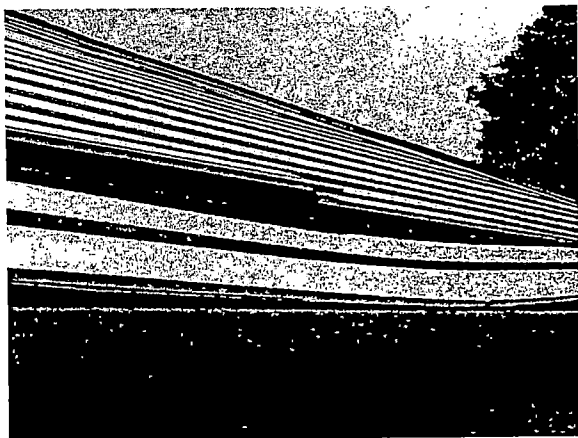
Photographs for 205 Ringo Drive, Clinton, KY 42031



Building 1 – Front of Building – South Exterior



Building 1 – South Exterior – Mechanical Damage to Downspouts



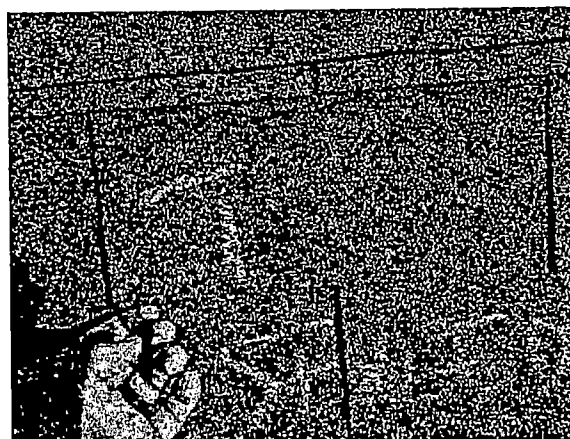
Building 1 – East Exterior – Unlappped Siding



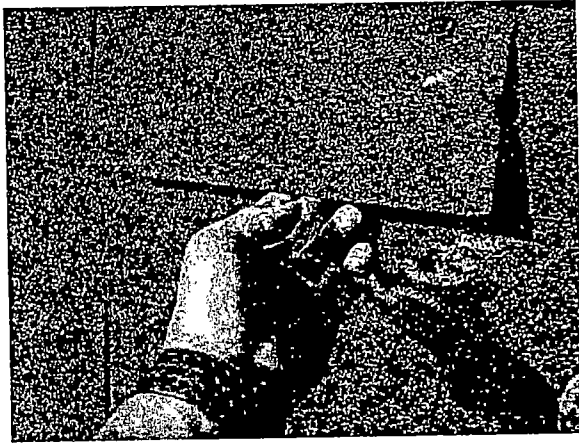
Building 1 – Roof – Overview



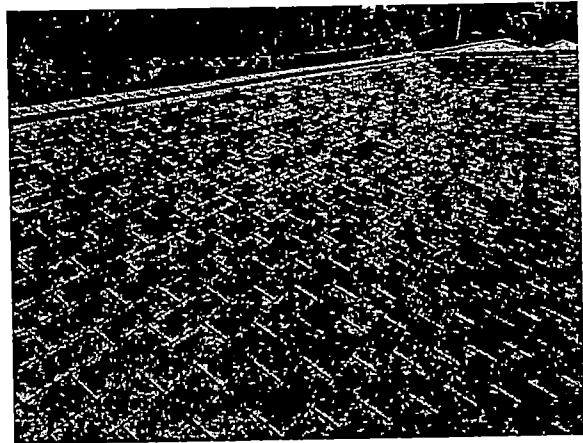
Building 1 – East Exterior – Mechanical Damage to Siding



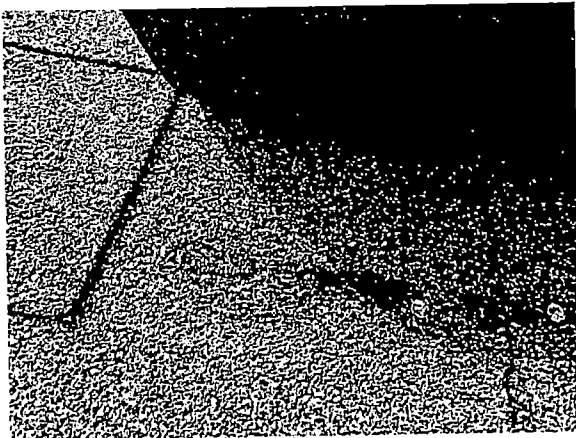
Building 1 – Roof – South Slope Torn Shingle Sealed



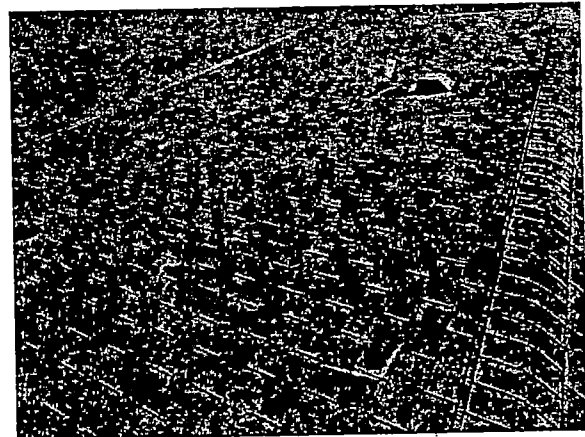
Building 1 – Roof – North Slope Torn Shingle



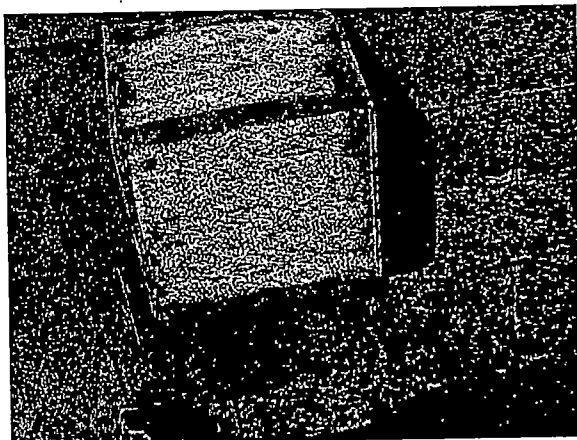
Building 1 – Roof – Bruise Test Square
– Clear of Hail Impacts



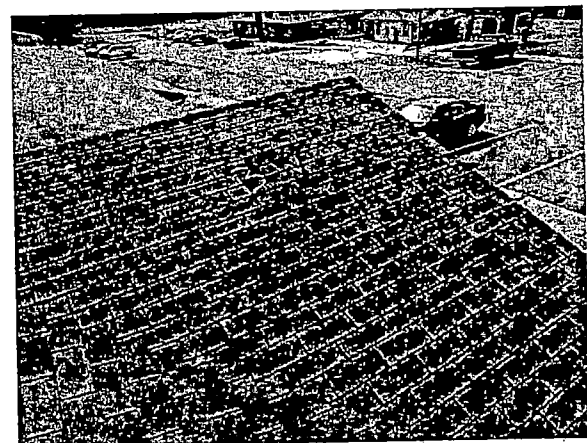
Building 1 – Roof – North Slope Torn Shingle with Delamination



Building 1 – Roof – Bruise Test Square
– Clear of Hail Impacts



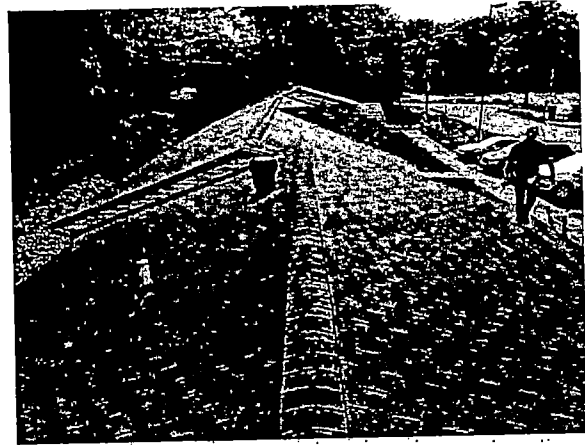
Building 1 – Roof – Dents to Box Vent



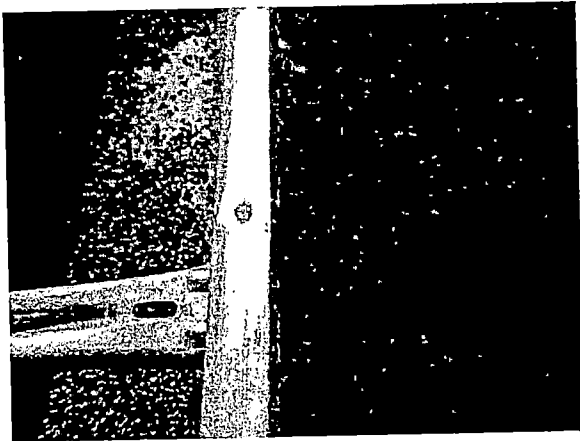
Building 1 – Roof – Bruise Test Square
– Clear of Hail Impacts



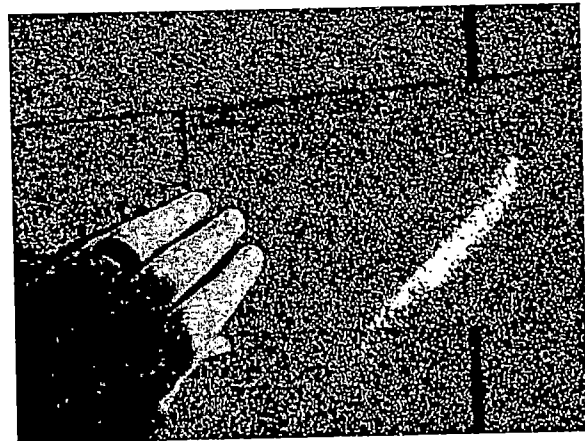
Building 2 – Front of Building – South Exterior



Building 2 – Roof Overview



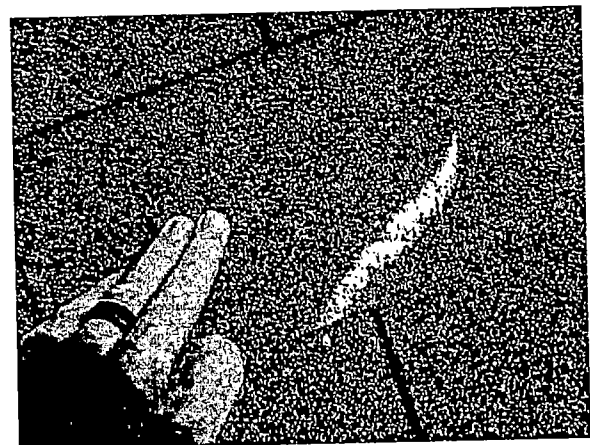
Building 2 – South Exterior – Dents to Gutter



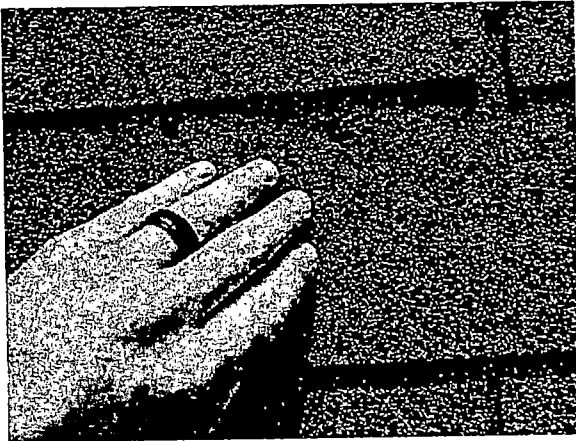
Building 2 – Roof – Creased Shingle on South Slope



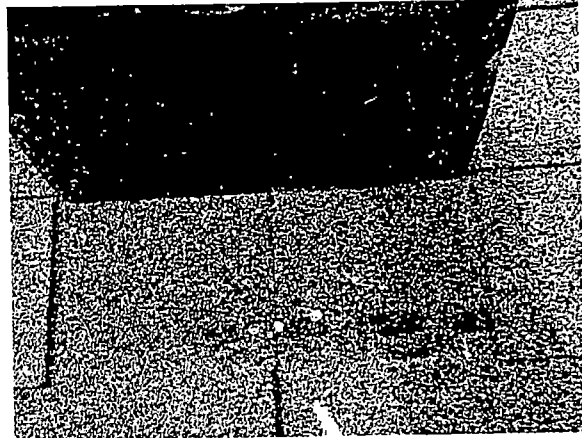
Building 2 – Dents to Downspouts



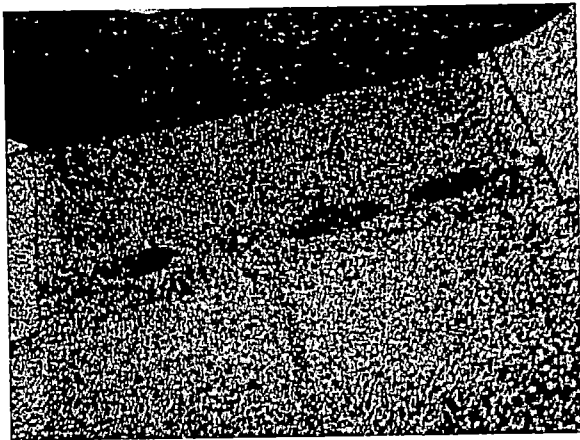
Building 2 – Roof – Creased Shingle on South Slope



Building 2 – Roof – Creased Shingle on West Slope



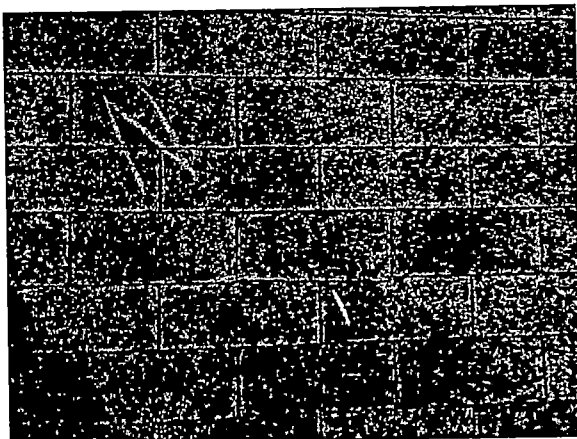
Building 2 – Roof – Creased Shingle on North Slope with Delamination



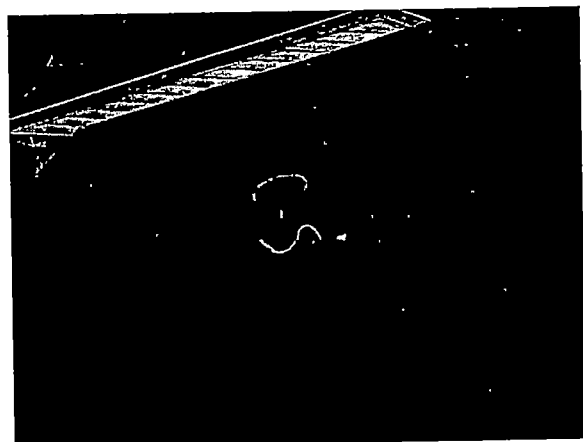
Building 2 – Roof – Creased Shingle on West Slope with Delamination



Building 2 – Roof – Bruise Test Square – Clear of Hail Impacts



Building 2 – Roof – Creased Shingle on North Slope



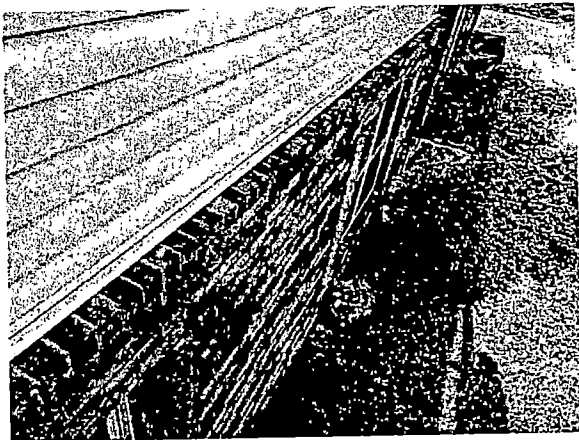
Building 2 – Roof – Bruise Test Square – Clear of Hail Impacts



Building 3 – North Exterior – Front of Building



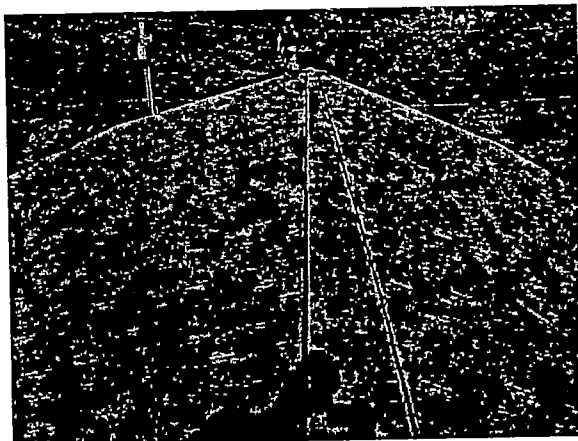
Building 3 – Roof – Dents to Box Vent



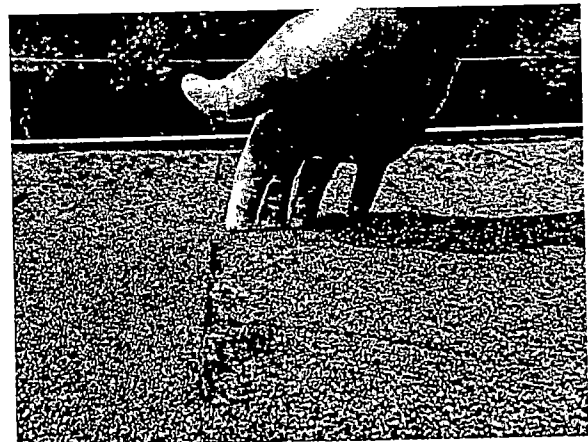
Building 3 – North Exterior – Spatter to Siding



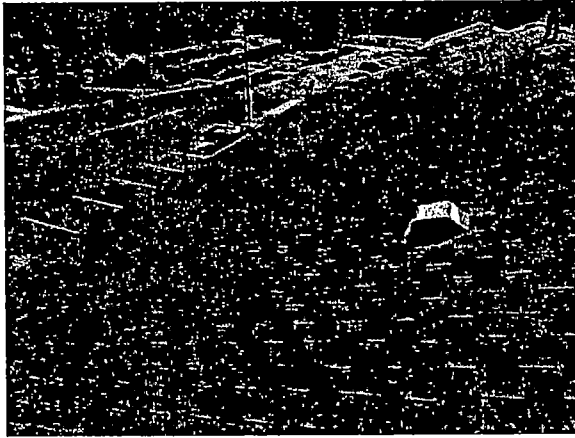
Building 3 – Roof – Dents to Turbine Vent



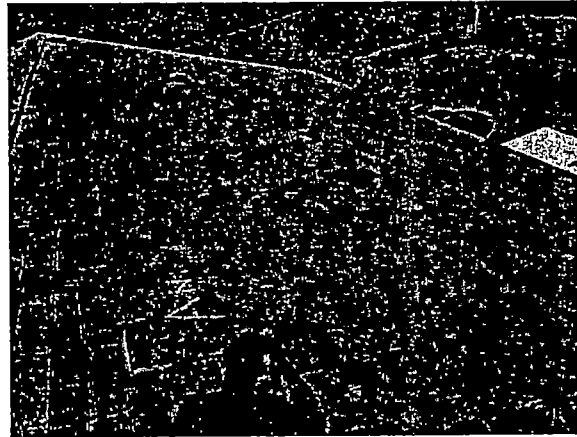
Building 3 – Roof – Overview



Building 3 – Roof – South Slope Torn Shingle



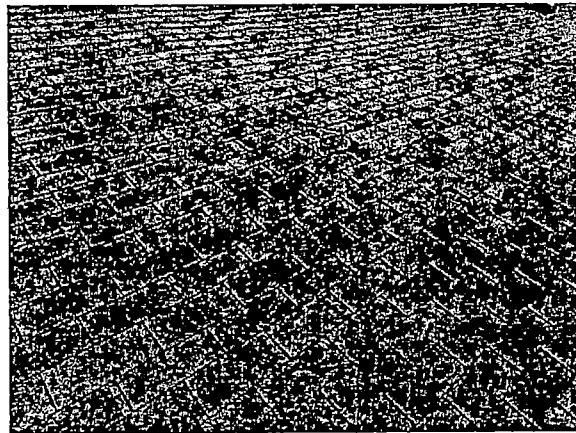
Building 3 – Roof – North Slope
Overview



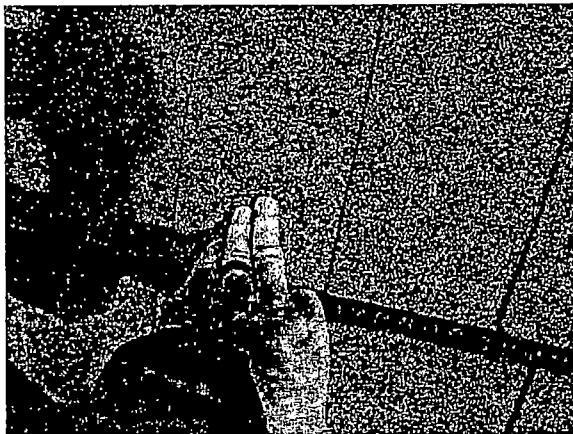
Building 3 – Roof – Bruise Test Square
– Clear of Hail Impacts



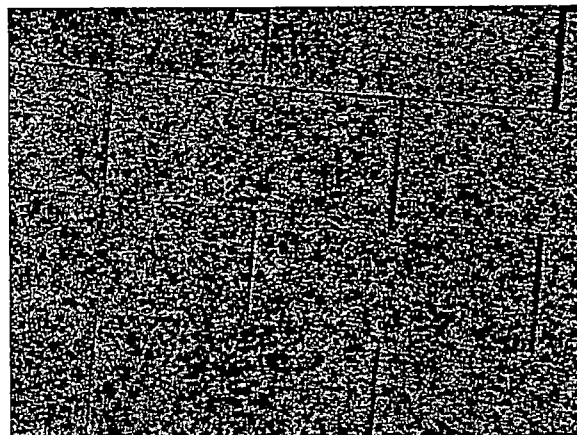
Building 3 – Roof – South Slope
Overview



Building 3 – Roof – Bruise Test Square
– Clear of Hail Impacts



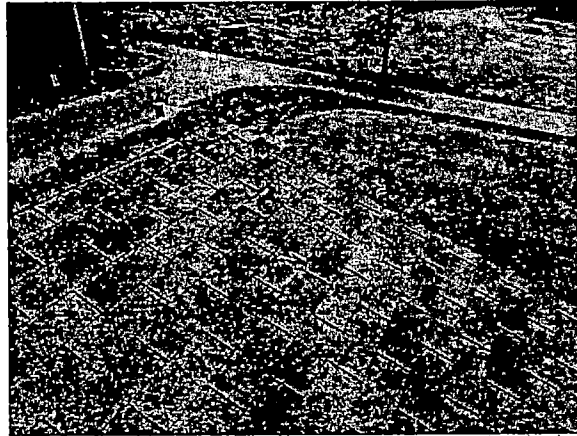
Building 3 – Roof – Ridge Caps Clear of
Hail Impacts



Building 3 – Roof – Bruise Test Square
– Clear of Hail Impacts



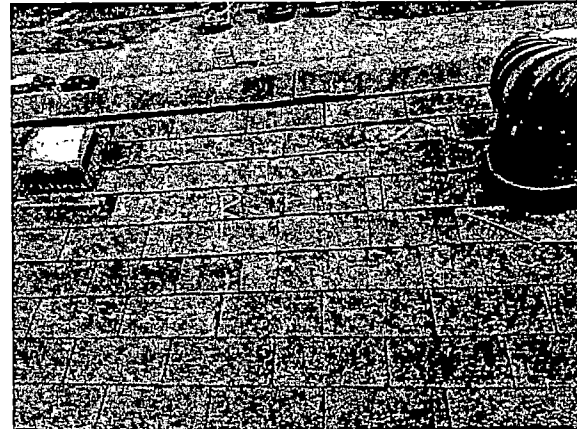
Building 4 – North Exterior – Front of Building



Building 4 – Roof – Missing Tab on South



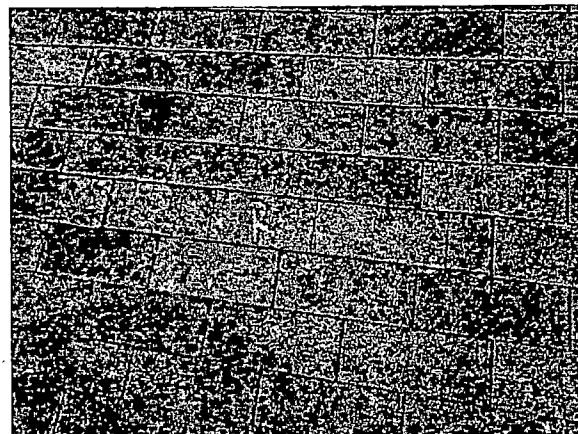
Building 4 – East Exterior – Missing Siding



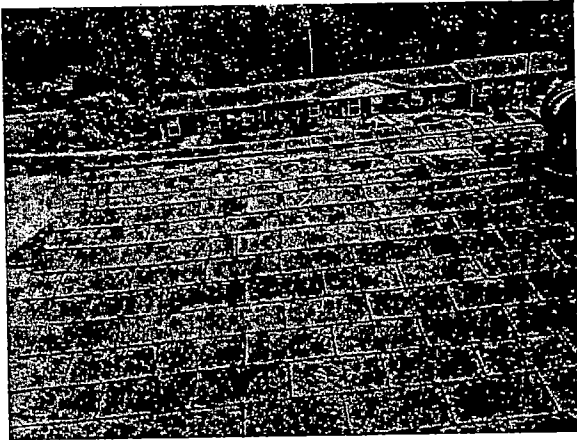
Building 4 – Roof – Missing Tab on South Near Replacement



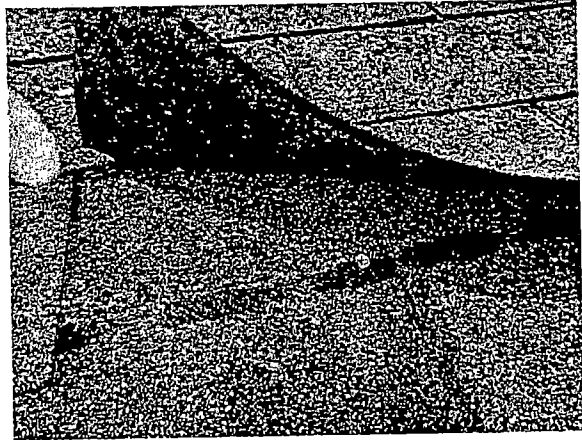
Building 4 – Roof – Overview



Building 4 – Roof – South Slope Replacement



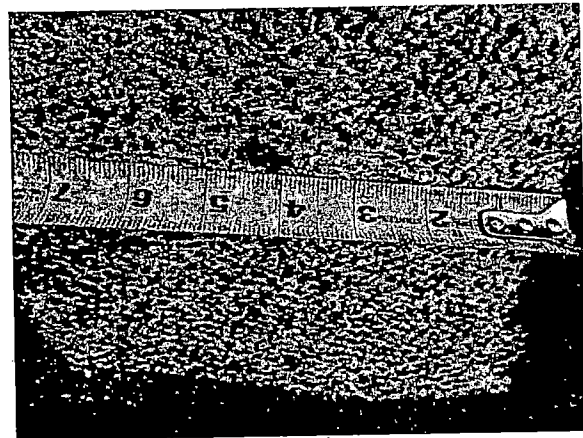
Building 4 – Roof – South Slope Replacement with Missing Tab



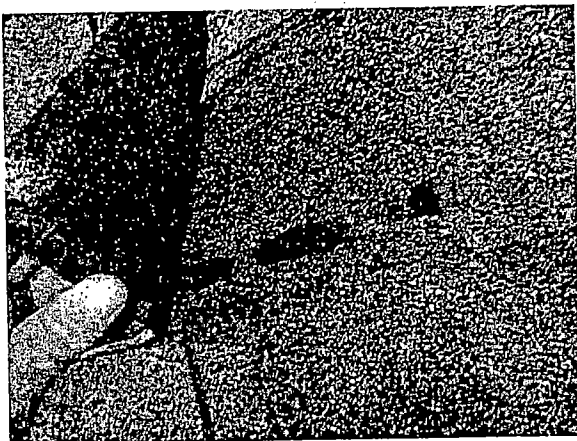
Building 4 – Roof – North Slope Torn with Delamination



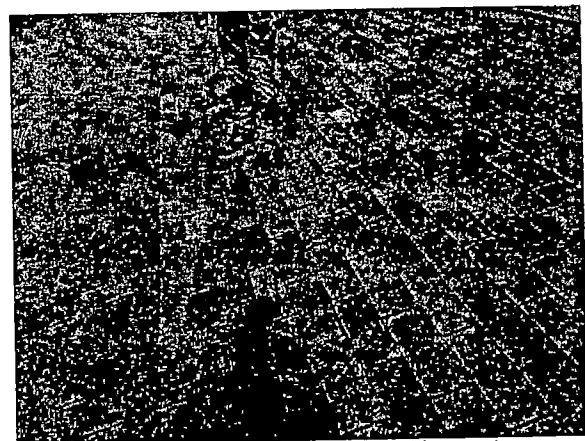
Building 4 – Roof – North Slope Two Creased



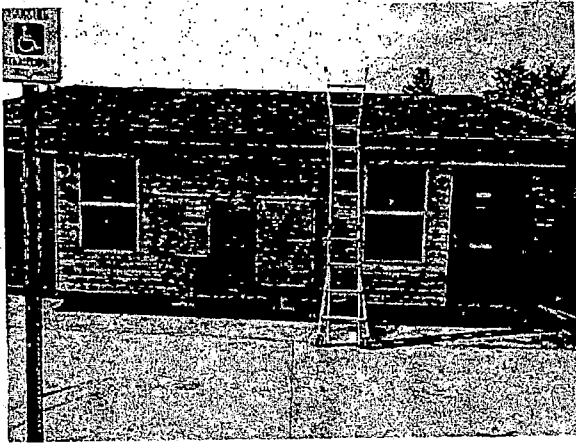
Building 4 – Roof – Dents to Box Vent



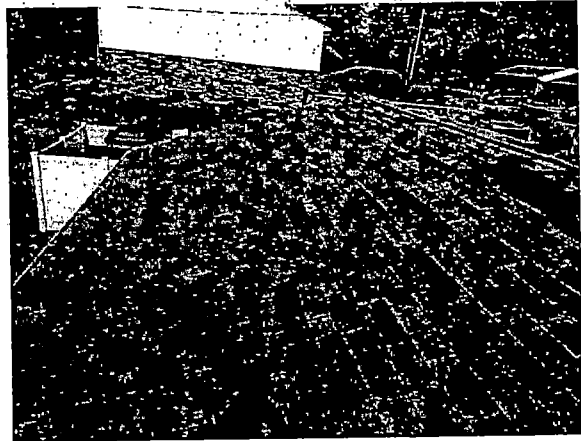
Building 4 – Roof – North Slope Torn with Delamination



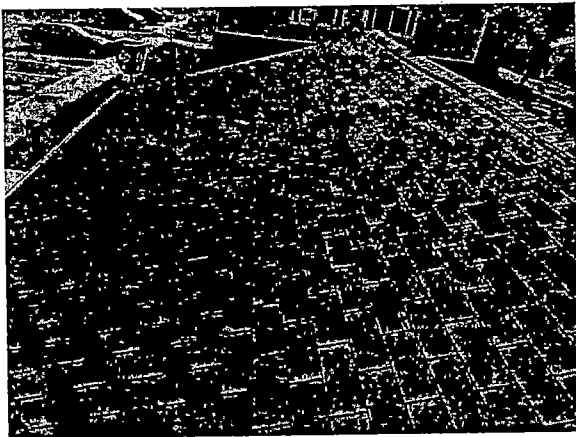
Building 4 – Roof – Bruise Test Square – Clear of Hail Impacts



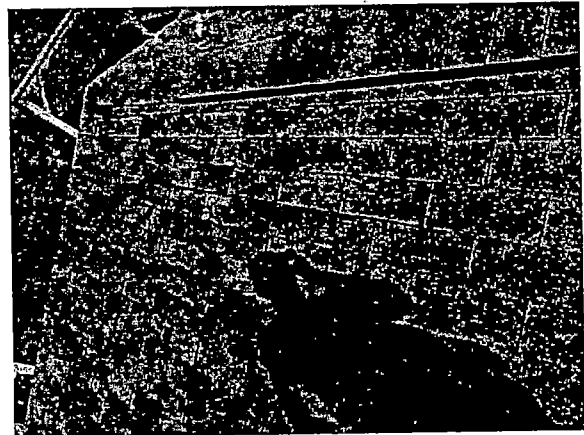
Mail Room – North Exterior – Front of Building



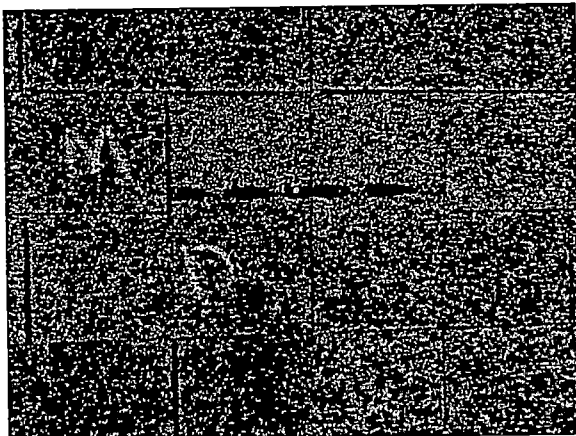
Mail Room – Roof – South Slope Overview



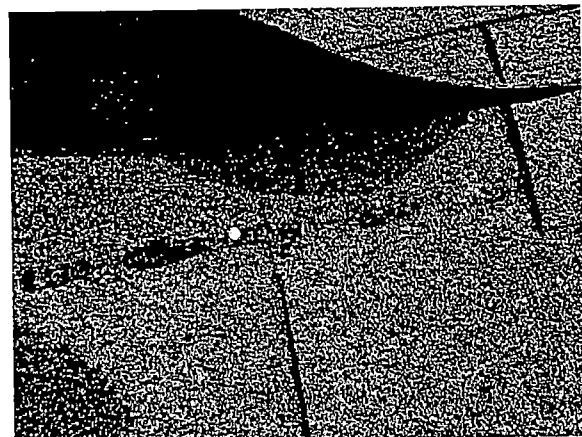
Mail Room – Roof – North Slope Overview



Mail Room – Roof – South Slope Creased Shingle



Mail Room – Roof – North Slope Missing Tab



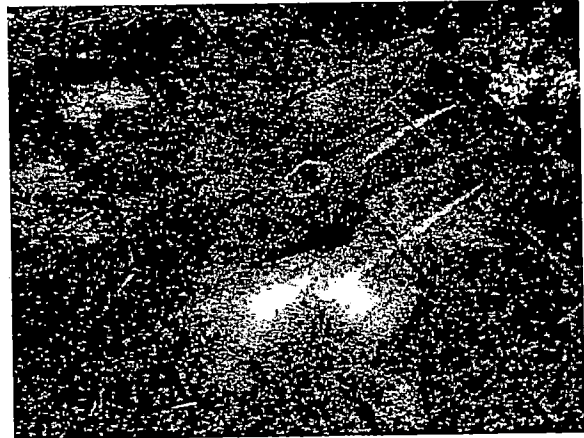
Mail Room – Roof – South Slope Creased Tab with Delamination

APPENDIX C

Photographs for 1230 South Ellington Parkway, Lewisburg, TN 37091



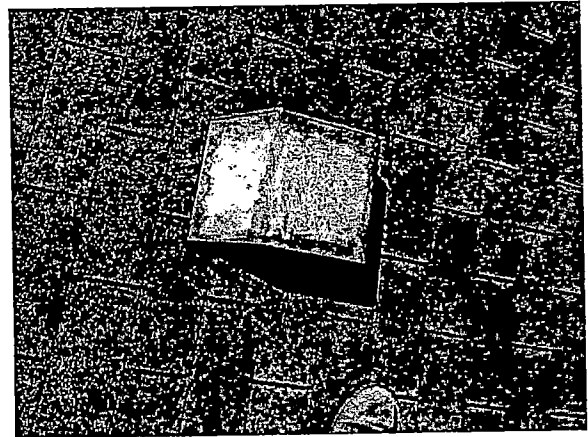
Building 1 – South Exterior



Building 1 – Older Missing Shingle Tabs



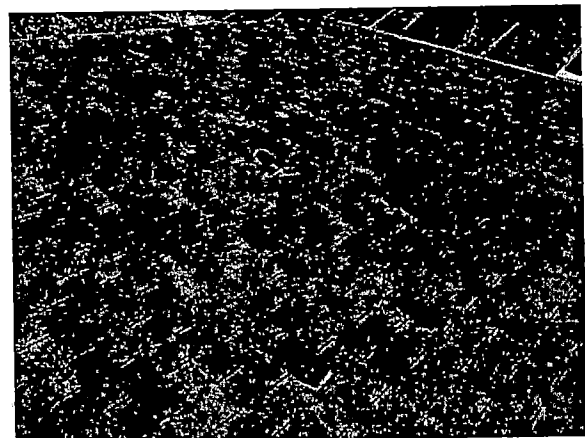
Building 1 – South Exterior Soffits Hanging



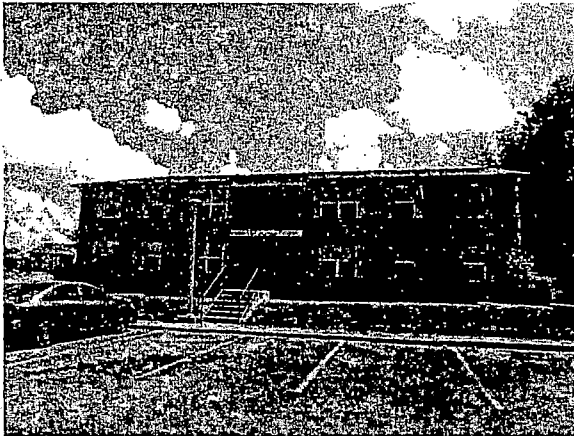
Building 1 – Small Dents to Box Vents



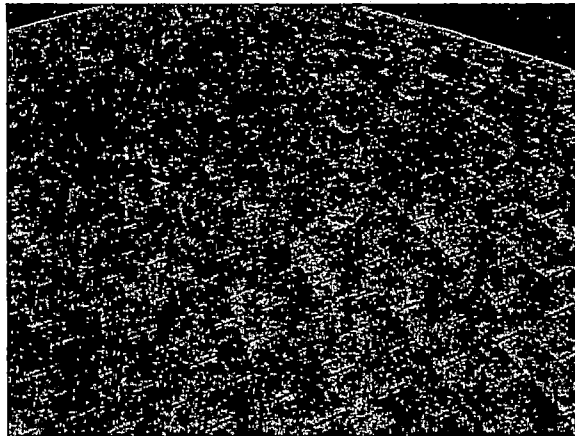
Building 1 – Roof Overview



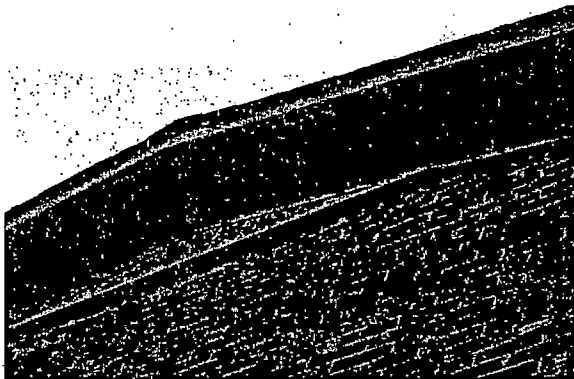
Building 1 – Bruise Count Area Clear of Hail Damages



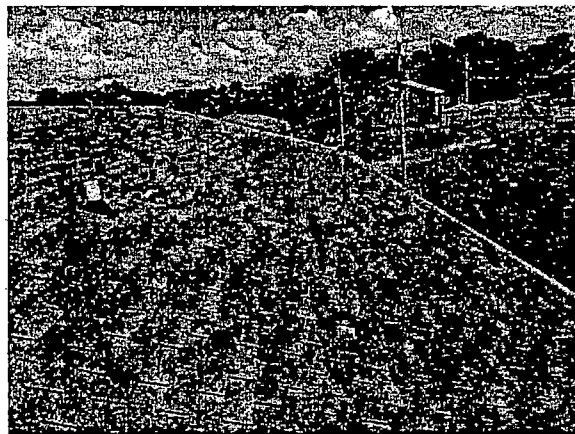
Building 2 – North Exterior



Building 2 – Bruise Count Area



Building 2 – Exterior Soffits Hanging



Building 2 – South Slope Overview



Building 2 – Bruise Count Area



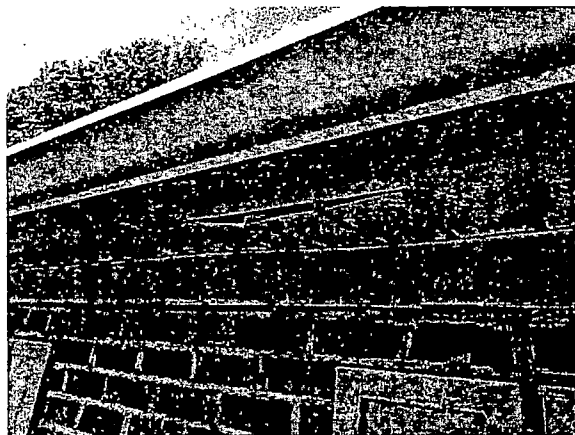
Building 2 – Turbine Vents



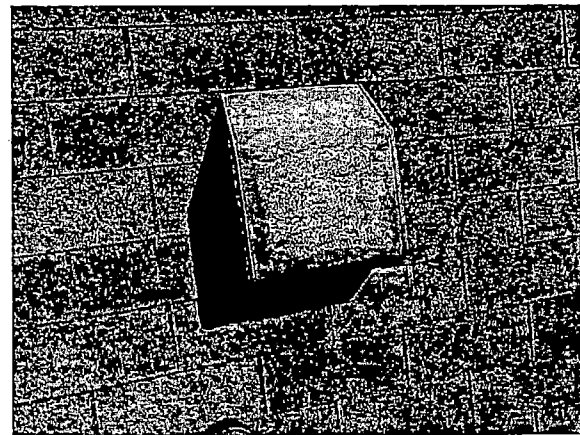
Building 3 – South Exterior



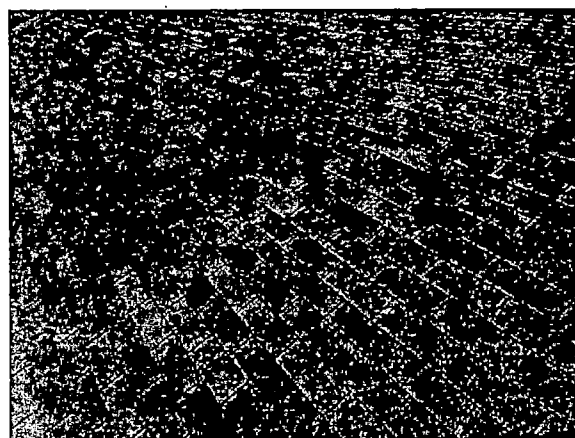
Building 3 – Roof Bruise Count Area



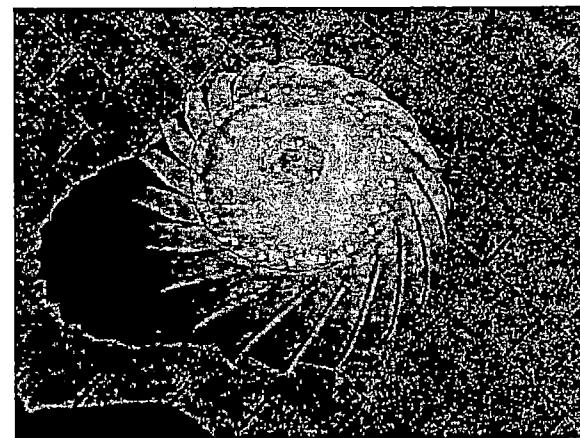
Building 3 – South Exterior Soffits



Building 3 – Roof Box Vents



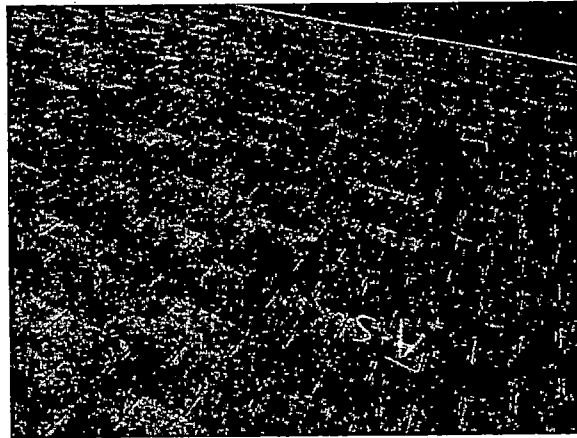
Building 3 – Roof Bruise Count Area



Building 3 – Roof Turbine Vents



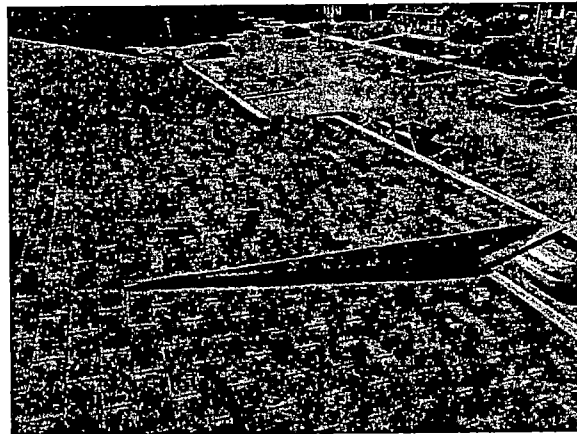
Building 4 – North Exterior



Building 4 – Roof Bruise Count Area



Building 4 – East Exterior Missing Soffit



Building 4 – Roof Overview



Building 4 – Roof Bruise Count Area



Building 4 – Roof Overview



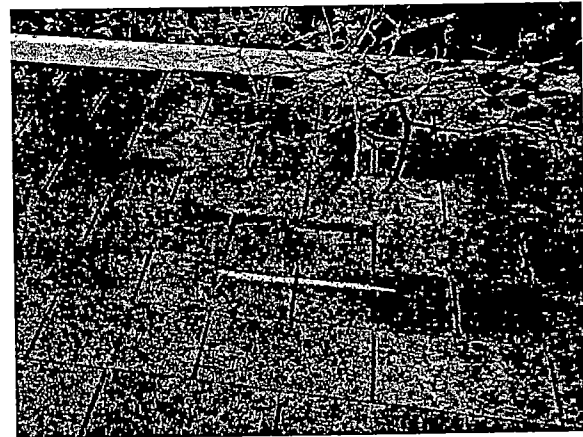
Building 5 – North Exterior Overview



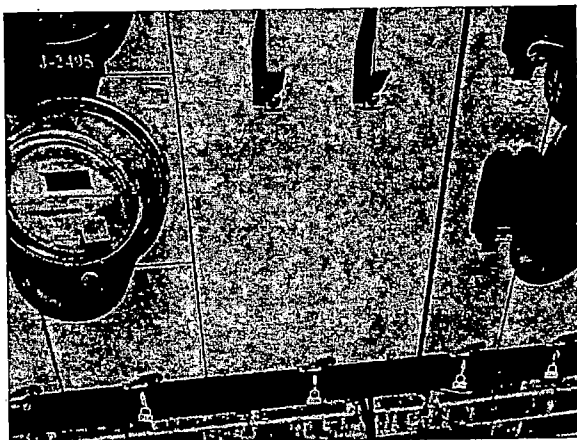
Building 5 – Roof Overview



Building 5 – North Exterior Missing Shutter



Building 5 – North Slope Tree Damage



Building 5 – West Exterior Spatter Marks



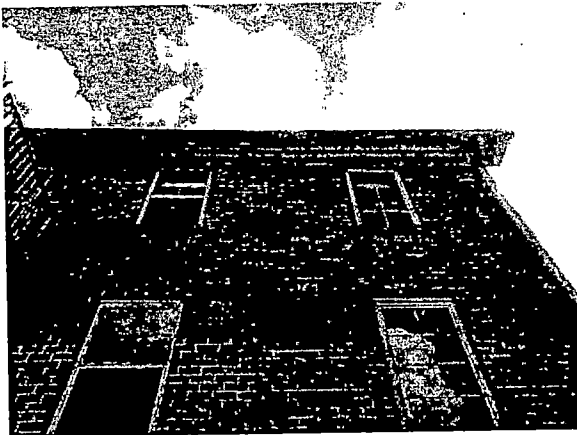
Building 5 – North Slope Tree Damage



Building 6 – South Exterior



Building 6 – Gutter Damage on South Elevation



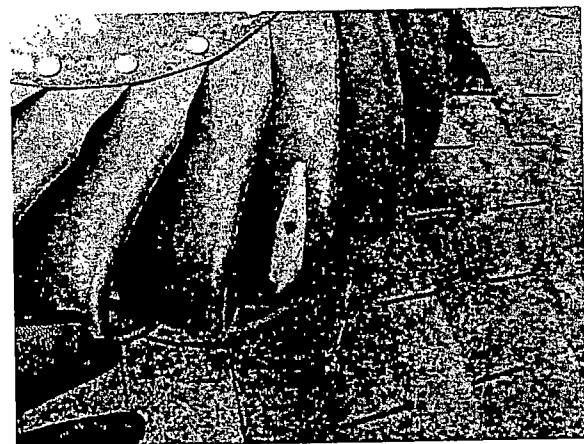
Building 6 – Missing Soffit on North Elevation



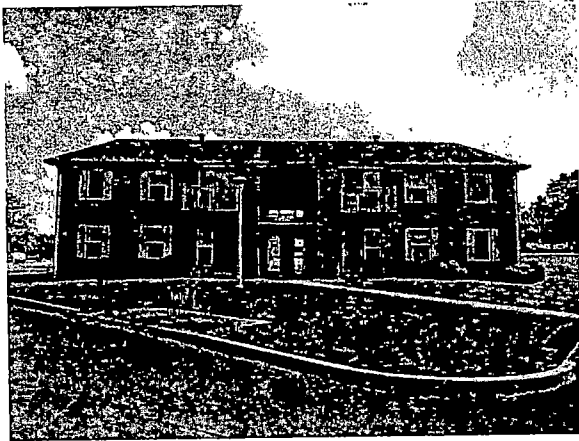
Building 6 – North Slope Overview



Building 6 – Missing Soffit on West Elevation



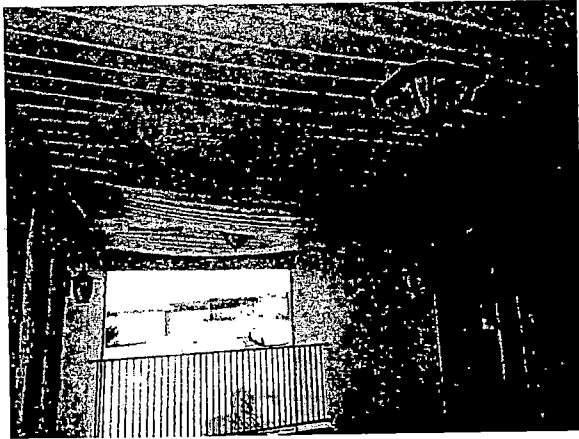
Building 6 – Dents to Turbine Vents



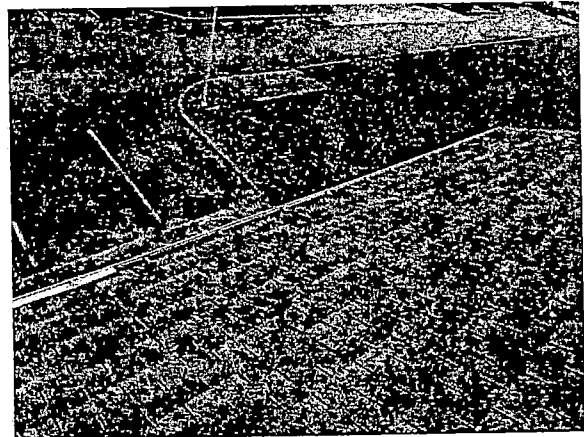
Building 7 – North Exterior



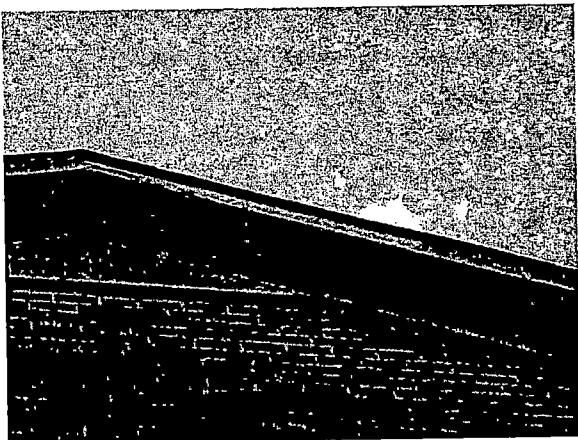
Building 7 – South Missing Soffits



Building 7 – Breezeway Soffits



Building 7 – South Missing Gutter Guards



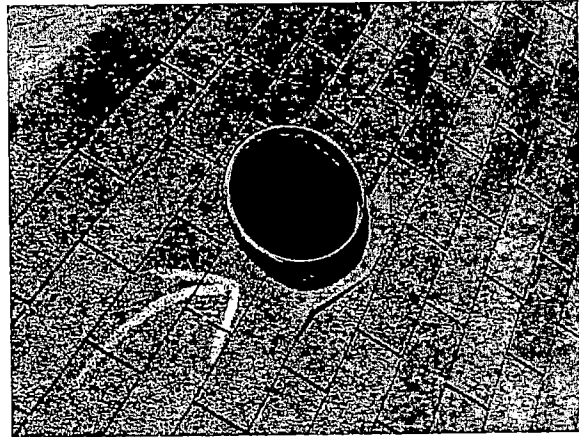
Building 7 – East Missing Soffits



Building 7 – Roof Overview



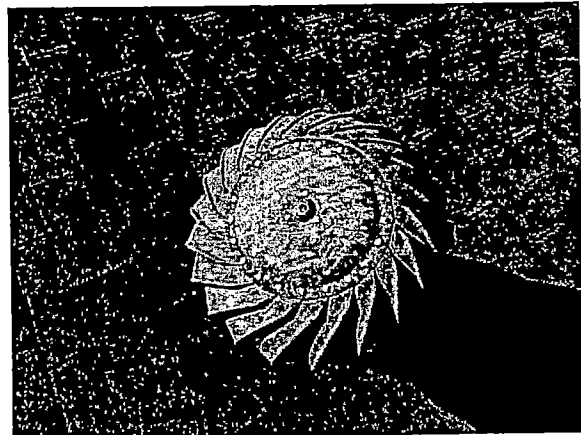
Building 8 – North Elevation



Building 8 – Missing Turbine Vent



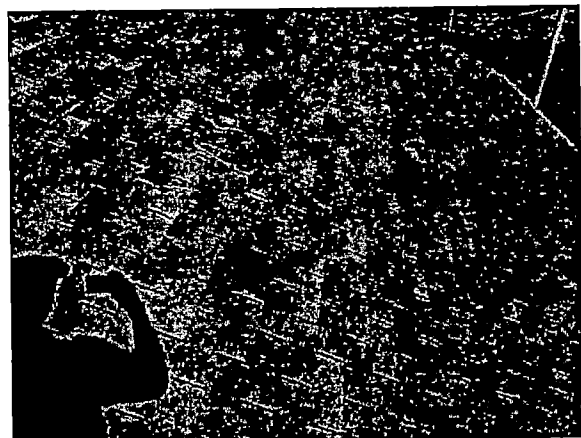
Building 8 –East Soffits Missing



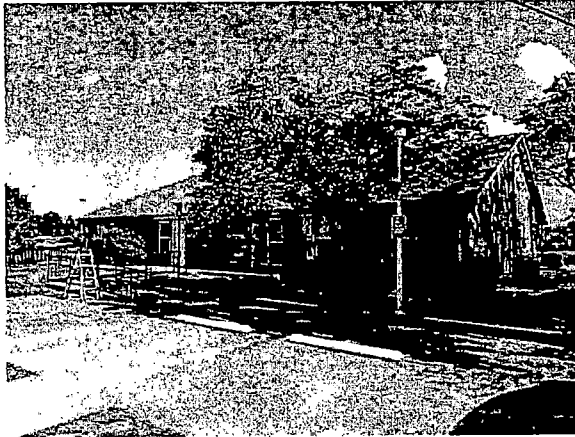
Building 8 – Turbine Vent



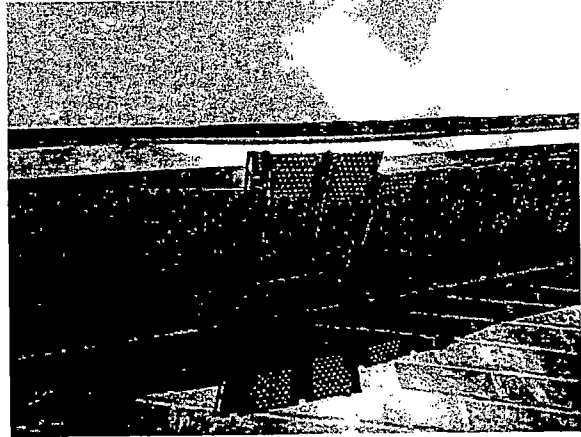
Building 8 – Roof Overview



Building 8 – Bruise Count Area



Building 9 – North Exterior



Building 9 – Hanging Soffit West



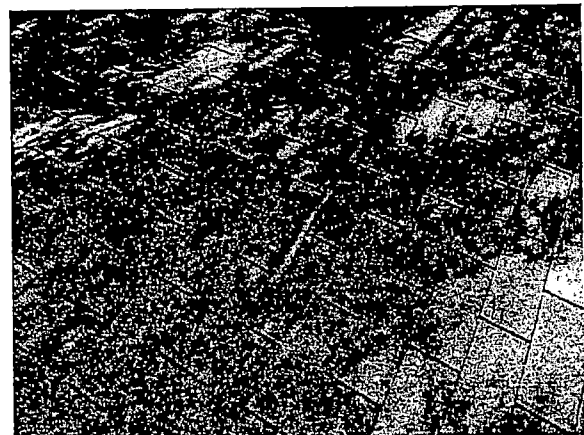
Building 9 – Hanging Soffit – North



Building 9 – Mechanical Damage on North



Building 9 – Hanging Soffit – South



Building 9 – Mechanical Damage on South



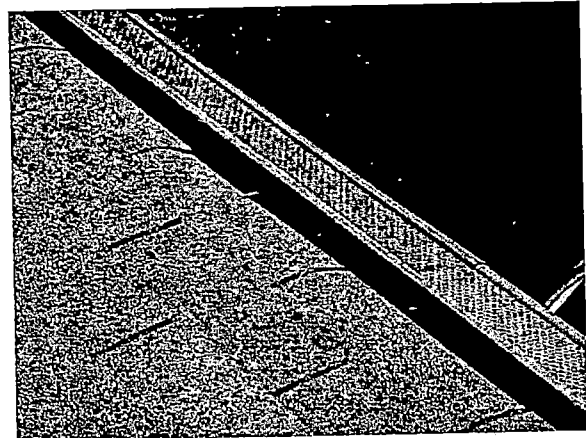
Building 10 – North Exterior



Building 10 – South Slope Overview



Building 10 – Roof Overview



Building 10 – Gutter Pulled Away and Replacement Gutter Guard



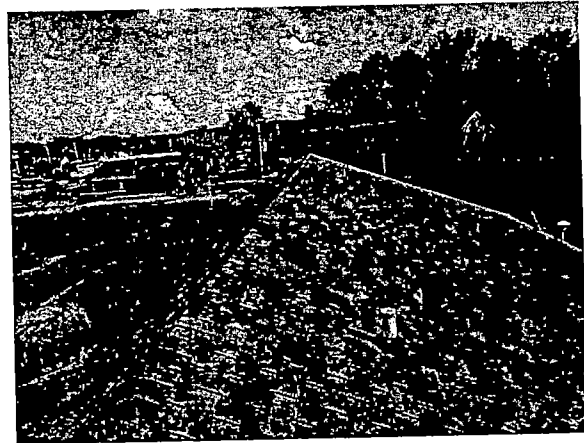
Building 10 – Turbine Vents



Building 10 – North Slope Overview



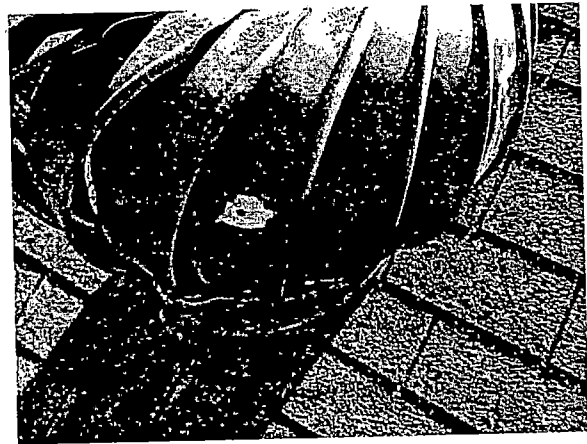
Building 11 – West Exterior



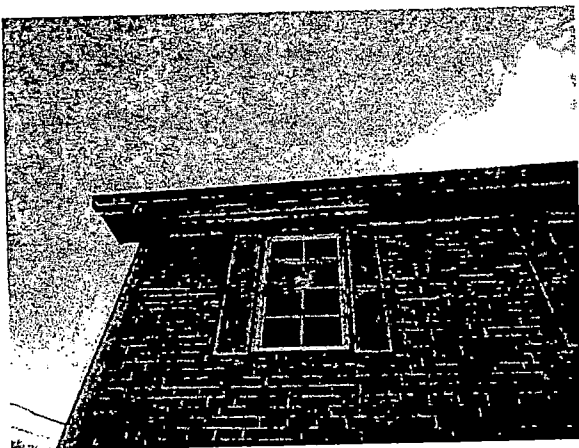
Building 11 – Roof Overview



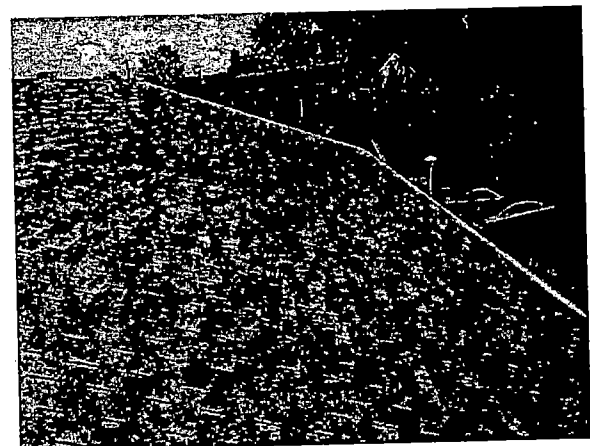
Building 11 – West Missing Soffits



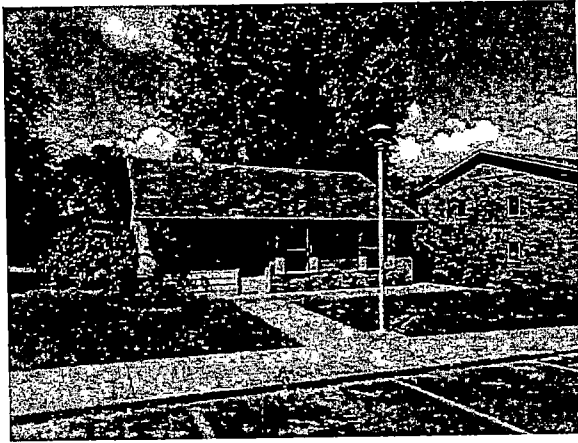
Building 11 – Turbine Vents



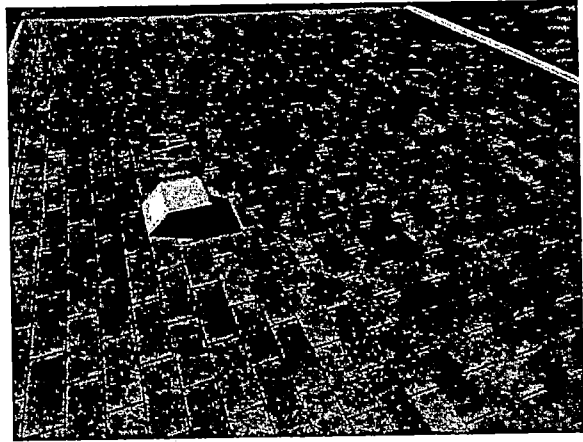
Building 11 – East Missing Soffits



Building 11 – West Slope Overview



Office – South Exterior Overview



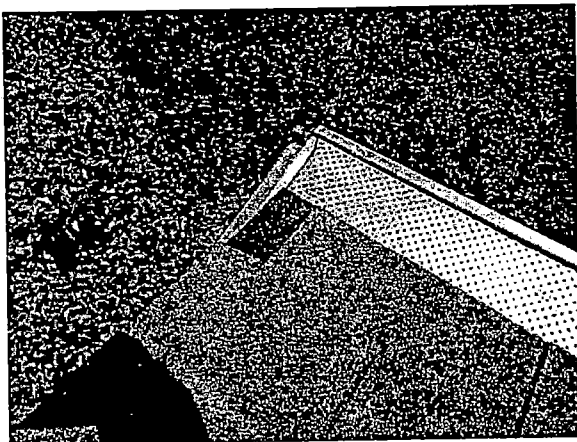
Office – Bruise Count Area



Office – South Exterior Soffits



Office – Bruise Count Area



Office – Missing Partial Shingle



Office – Roof Overview